

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 72	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DE-SOL-0003552	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 07/02/2012	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY NNSA/Business Services Division U.S. Department of Energy Business Services Division P.O. Box 5400 Krystal Maestas/(505) 845-4268 Albuquerque NM 87185-5400		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1200 ET local time 08/10/2012
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Krystal L. Maestas	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS krystal.maestas@nnsa.doe.gov
		AREA CODE 505	NUMBER 845-4268	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Catherine L. Waters		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-SOL-0003552

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				
00001	Base Period: NNSA Pantex/Y-12 National Security Complex and DOE Oak Ridge Office Consolidated Protective Force Services				
00002	Option Period: NNSA Pantex/Y-12 National Security Complex and DOE Oak Ridge Office Consolidated Protective Force Services" (Option Line Item)				

2. CONTRACT NO.
DE-SOL-0003552

<p>CONTRACT SPECIALIST</p> <p>KRYSTAL L. MAESTAS</p> <p>United States Department of Energy NNSA Contracts and Procurement Division Attn: Krystal L. Maestas, Bldg 388 / NA-APM-124.2 P. O. Box 5400 Albuquerque, NM 87185-5400</p> <p>Phone: 505-845-4268 EMail: krystal.maestas@nnsa.doe.gov</p>	
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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001	<p><i>Noun:</i> TRANSITION PERIOD: NNSA PRODUCTION OFFICE (NPO) <i>Contract type:</i> S - COST <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION <i>Descriptive Data:</i></p>	1 Lot	_____
<p>The Contractor shall perform all services and otherwise do all things necessary to successfully transition in performing Section 5.0 - Transition of the Performance Work Statement, in Part III, Section J, Attachment J-1, during the first 60 days after the effective date of the contract. This is a non-fee-bearing cost-reimbursable line item with a not to exceed ceiling amount. The total proposed transition costs become the contract transition cost ceiling where all amounts in excess of this ceiling are expressly unallowable unless approved by the Contracting Officer. Transition costs shall include all relocation costs for key personnel only.</p>			
<p>Base Period of Performance (3 Years): First 60 days from the effective date of the contract.</p>			
0002	<p><i>Noun:</i> TRANSITION PERIOD: DOE OAK RIDGE OFFICE (DOE-OR) <i>Contract type:</i> S - COST <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION <i>Descriptive Data:</i></p>	1 Lot	_____
<p>The Contractor shall perform all services and otherwise do all things necessary to successfully transition in performing Section 5.0 - Transition of the Performance Work Statement, in Part III, Section J, Attachment J-1, during the first 60 days after the effective date of the contract. This is a non-fee-bearing cost-reimbursable line item with a not to exceed ceiling amount. The total proposed transition costs become the contract transition cost ceiling where all amounts in excess of this ceiling are expressly unallowable unless approved by the Contracting Officer. Transition costs shall include all relocation costs for key personnel only.</p>			
<p>Base Period of Performance (3 Years): First 60 days from the effective date of the contract.</p>			

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0003		1	_____
		Lot	_____

Noun: BASE PERIOD: NNSA PRODUCTION OFFICE (NPO)
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:
 This CLIN will capture all labor, labor related costs, Other Direct Costs (ODCs) and award fee costs for Pantex/Y-12 for the base period.

The Contractor shall perform all services and furnish all travel, materials, supplies, equipment and other miscellaneous ODCs (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work as required and specified in the Performance Work Statement (PWS) entitled "NNSA Pantex/Y-12 National Security Complex and DOE Oak Ridge Office Consolidated Protective Force Services," in Part III, Section J, at Attachment J-1.

The Contractor shall deliver all data and submit all reports, **not separately priced**, in accordance with the Reporting Requirements Checklist, in Part III, Section J, Attachment J-3.

The total available award fee is determined in accordance with Section H, Clause DOE-H-1017, and the Award Fee Plan, in Part III, Section J, Attachment J-15 to the contract. Award fee will be paid in accordance with Section H, Clause NNS-H-1030.

Base Period of Performance (3 Years): Months 3 through 36 months from the effective date of the contract.

The cost estimates for full contract performance for each year of the base period are as follows:

Year 1: TBD
 Year 2: TBD
 Year 3: TBD

The maximum award fee pool for each year of the base period according to the schedule provided in NNS-B-1013 is as follows:

Year 1: TBD
 Year 2: TBD
 Year 3: TBD

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0004		1	_____
		Lot	_____
	<p><i>Noun:</i> BASE PERIOD: DOE OAK RIDGE NATIONAL LABORATORY (ORNL) - LABOR</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> The Contractor shall perform all services as required and specified in the Performance Work Statement (PWS) entitled "NNSA Pantex/Y-12 National Security Complex and DOE Oak Ridge Office Consolidated Protective Force Services," in Part III, Section J, at Attachment J-1. The Contractor shall deliver all data and submit all reports, not separately priced, in accordance with the Reporting Requirements Checklist, in Part III, Section J, Attachment J-3.</p>		

Base Period of Performance (3 Years): Months 3 through 36 from the effective date of the contract.

0005		1	_____
		Lot	_____
	<p><i>Noun:</i> BASE PERIOD: DOE OAK RIDGE NATIONAL LABORATORY (ORNL) - OTHER DIRECT COSTS</p> <p><i>Contract type:</i> S - COST</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> The Contractor shall furnish all travel, materials, supplies, equipment and other miscellaneous ODCs (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement, in Part III, Section J, at Attachment J-1. This is a cost-reimbursable line item and is non-fee-bearing.</p>		

Base Period of Performance (3 Years): Months 3 through 36 from the effective date of the contract.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0006		1	_____
		Lot	_____

Noun: BASE PERIOD: DOE EAST TENNESSEE TECHNOLOGY
PARK (ETTP) - LABOR

Contract type: R - COST PLUS AWARD FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

The Contractor shall perform all services as required and specified in the Performance Work Statement (PWS) entitled "NNSA Pantex/Y-12 National Security Complex and DOE Oak Ridge Office Consolidated Protective Force Services," in Part III, Section J, at Attachment J-1. The Contractor shall deliver all data and submit all reports, **not separately priced**, in accordance with the Reporting Requirements Checklist, in Part III, Section J, Attachment J-3.

Base Period of Performance (3 Years): Months 3 through 36 from the effective date of the contract.

0007		1	_____
		Lot	_____

Noun: BASE PERIOD: DOE EAST TENNESSEE TECHNOLOGY
PARK (ETTP) - OTHER DIRECT COSTS

Contract type: S - COST

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

The Contractor shall furnish all travel, materials, supplies, equipment and other miscellaneous ODCs (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement, in Part III, Section J, at Attachment J-1. **This is a cost-reimbursable line item and is non-fee-bearing.**

Base Period of Performance (3 Years): Months 3 through 36 from the effective date of the contract.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0008	<p><i>Noun:</i> BASE PERIOD: DOE FEDERAL BUILDING COMPLEX (FBC) - LABOR</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p>	1 Lot	_____
	<p>The Contractor shall perform all services as required and specified in the Performance Work Statement (PWS) entitled "NNSA Pantex/Y-12 National Security Complex and DOE Oak Ridge Office Consolidated Protective Force Services," in Part III, Section J, at Attachment J-1. The Contractor shall deliver all data and submit all reports, not separately priced, in accordance with the Reporting Requirements Checklist, in Part III, Section J, Attachment J-3.</p>		
	<p>Base Period of Performance (3 Years): Months 3 through 36 from the effective date of the contract.</p>		
0009	<p><i>Noun:</i> BASE PERIOD: DOE FEDERAL BUILDING COMPLEX (FBC) - OTHER DIRECT COSTS</p> <p><i>Contract type:</i> S - COST</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p>	1 Lot	_____
	<p>The Contractor shall furnish all travel, materials, supplies, equipment and other miscellaneous ODCs (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement, in Part III, Section J, at Attachment J-1. This is a cost-reimbursable line item and is non-fee-bearing.</p>		
	<p>Base Period of Performance (3 Years): Months 3 through 36 from the effective date of the contract.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0010		1	_____
		Lot	_____

Noun: BASE PERIOD: DOE OAK RIDGE OFFICE (DOE-OR) -
AWARD FEE

Contract type: R - COST PLUS AWARD FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

The total available award fee is determined in accordance with Section H, Clause DOE-H-1017, and the Award Fee Plan, in Part III, Section J, Attachment J-16 to the contract. Award fee will be paid in accordance with Section H, Clause NNS-H-1030. Award fee will be earned based on the Contractor's performance under CLIN 0004, 0006, and 0008.

Base Period of Performance (3 Years): Months 3 through 36 from the effective date of the contract.

The maximum award fee pool for each year of the base period according to the schedule provided in NNS-B-1013 is as follows:

Year 1: TBD

Year 2: TBD

Year 3: TBD

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0011 OPTION CLIN

Noun: OPTION PERIOD: NNSA PRODUCTION OFFICE
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:
 This CLIN will capture all labor, labor related costs, Other Direct Costs (ODCs) and award fee costs for Pantex/Y-12 for the option period.

The Contractor shall perform all services and furnish all travel, materials, supplies, equipment and other miscellaneous ODCs (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work as required and specified in the Performance Work Statement (PWS) entitled "NNSA Pantex/Y-12 National Security Complex and DOE Oak Ridge Office Consolidated Protective Force Services," in Part III, Section J, at Attachment J-1.

The Contractor shall deliver all data and submit all reports, **not separately priced**, in accordance with the Reporting Requirements Checklist, in Part III, Section J, Attachment J-3.

Option Period of Performance (2 Years): Months 37 through 60 months from the effective date of the contract.

The cost estimates for full contract performance for each year of the option period are as follows:

Year 4: TBD
 Year 5: TBD

The maximum award fee pool for each year of the option period according to the schedule provided in NNS-B-1013 is as follows:

Year 4: TBD
 Year 5: TBD

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0012	OPTION CLIN		_____
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Noun: OPTION PERIOD: DOE OAK RIDGE NATIONAL LABORATORY (ORNL) - LABOR

Contract type: R - COST PLUS AWARD FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
The Contractor shall perform all services as required and specified in the Performance Work Statement (PWS) entitled "NNSA Pantex/Y-12 National Security Complex and DOE Oak Ridge Office Consolidated Protective Force Services," in Part III, Section J, at Attachment J-1. The Contractor shall deliver all data and submit all reports, **not separately priced**, in accordance with the Reporting Requirements Checklist, in Part III, Section J, Attachment J-3.

Option Period of Performance (2 Years): Months 37 through 60 from the effective date of the contract.

0013	OPTION CLIN		_____
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Noun: OPTION PERIOD: DOE OAK RIDGE NATIONAL LABORATORY (ORNL) - OTHER DIRECT COSTS

Contract type: S - COST

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
The Contractor shall furnish all travel, materials, supplies, equipment and other miscellaneous ODCs (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement, in Part III, Section J, at Attachment J-1. **This is a cost-reimbursable line item and is non-fee-bearing.**

Option Period of Performance (2 Years): Months 37 through 60 from the effective date of the contract.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0014	OPTION CLIN		
	<p><i>Noun:</i> OPTION PERIOD: DOE EAST TENNESSEE TECHNOLOGY PARK (ETTP) - LABOR</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> The Contractor shall perform all services as required and specified in the Performance Work Statement (PWS) entitled "NNSA Pantex/Y-12 National Security Complex and DOE Oak Ridge Office Consolidated Protective Force Services," in Part III, Section J, at Attachment J-1. The Contractor shall deliver all data and submit all reports, not separately priced, in accordance with the Reporting Requirements Checklist, in Part III, Section J, Attachment J-3.</p>		
	<p>Option Period of Performance (2 Years): Months 37 through 60 from the effective date of the contract.</p>		
0015	OPTION CLIN		
	<p><i>Noun:</i> OPTION PERIOD: DOE EAST TENNESSEE TECHNOLOGY PARK (ETTP) -OTHER DIRECT COSTS</p> <p><i>Contract type:</i> S - COST</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> The Contractor shall furnish all travel, materials, supplies, equipment and other miscellaneous ODCs (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement, in Part III, Section J, at Attachment J-1. This is a cost-reimbursable line item and is non-fee-bearing.</p>		
	<p>Option Period of Performance (2 Years): Months 37 through 60 from the effective date of the contract.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0016	OPTION CLIN		_____
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Noun: OPTION PERIOD: DOE FEDERAL BUILDING COMPLEX (FBC) - LABOR

Contract type: R - COST PLUS AWARD FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
The Contractor shall perform all services as required and specified in the Performance Work Statement (PWS) entitled "NNSA Pantex/Y-12 National Security Complex and DOE Oak Ridge Office Consolidated Protective Force Services," in Part III, Section J, at Attachment J-1. The Contractor shall deliver all data and submit all reports, **not separately priced**, in accordance with the Reporting Requirements Checklist, in Part III, Section J, Attachment J-3.

Option Period of Performance (2 Years): Months 37 through 60 from the effective date of the contract.

0017	OPTION CLIN		_____
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Noun: OPTION PERIOD: DOE FEDERAL BUILDING COMPLEX (FBC) - OTHER DIRECT COSTS

Contract type: S - COST

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
The Contractor shall furnish all travel, materials, supplies, equipment and other miscellaneous ODCs (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement, in Part III, Section J, at Attachment J-1. **This is a cost-reimbursable line item and is non-fee-bearing.**

Option Period of Performance (2 Years): Months 37 through 60 from the effective date of the contract.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0018

OPTION CLIN

Noun: OPTION PERIOD: DOE OAK RIDGE OFFICE (DOE-OR) -
AWARD FEE
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The total available award fee is determined in accordance with Section H, Clause DOE-H-1017, and the Award Fee Plan, Part III, Section J, Attachment J-16 to the contract. Award fee will be paid in accordance with Section H, Clause NNS-H-1030. Award fee will be earned based on the Contractor's performance under CLIN 0012, 0014 and 0016.

Option Period of Performance (2 Years): Months 37 through 60 from the effective date of the contract.

The maximum award fee pool for each year of the option period according to the schedule provided in NNS-B-1013 is as follows:

Year 4: TBD

Year 5: TBD

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT

NNS-B-1001 IMPLEMENTATION OF LIMITATION OF FUNDS (NOV 2009) (TAILORED)

Pursuant to the clause FAR 52.232-22 in Section I, entitled, "Limitation of Funds", the total amount available for payment and that has been allotted for obligation for payment of services provided pursuant to this contract for CLIN(s) 0001 and 0003 for the NNSA contract is -TBD- and CLIN(s) 0002, 0004, 0005, 0006, 0007, 0008, 0009, and 0010 for the DOE-OR contract is -TBD- (insert total obligation amount). This amount is available to cover performance from the effective date of the contract through -TBD- (insert date).

(End of clause)

NNS-B-1007 CONTRACT TYPE: COST-PLUS-AWARD-FEE AND COST - NO FEE (JUN 2012)

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms (base period only):

- (a) The estimated cost of performance that is fee bearing is -TBD-
- (b) The estimated cost of performance that is non-fee bearing is -TBD-
- (c) The base fee is \$0
- (d) The maximum award fee is -TBD- (See Section H, NNS-H-1042, Pyramiding of Fee)
- (e) The total estimated price for this contract is -TBD-

Award fee is applicable to all CLINs except for the transition CLINs (0001 and 0002) for both NNSA and DOE-OR and the ODC CLINs for DOE-OR (0005, 0007, 0009, 0013, 0015, and 0017). The NPO ODCs are included in CLINs 0003 and 0011, and are fee-bearing.

NNS-B-1011 ITEMS BEING ACQUIRED (DEC 2011)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incidental to, providing physical protection of critical security interests as set forth in the Performance Work Statement (PWS) entitled "NNSA Pantex/Y-12 National Security Complex and DOE Oak Ridge Office Consolidated Protective Force Services," in Part III, Section J, Attachment J-1, and in the Reporting Requirements Checklist, in Part III, Section J, Attachment J-3.

(End of Clause)

NNS-B-1013 DISTRIBUTION OF AWARD FEE (DEC 2011)

The total amount of award fee available under this contract is assigned to the following evaluation periods in the following amounts:

Evaluation Period: Months 3 through 8
Potential Award Fee: TBD

Evaluation Period: Months 9 through 20
Potential Award Fee: TBD

Evaluation Period: Months 21 through 32
Potential Award Fee: TBD

Evaluation Period: Months 33 through 36
Potential Award Fee: TBD

Option Evaluation Period (if exercised): Months 37 through 44
Potential Award Fee: TBD

Option Evaluation Period (if exercised): Months 45 through 56
Potential Award Fee: TBD

Option Evaluation Period (if exercised): Months 57 through 60
Potential Award Fee: TBD

In the event of contract termination, in whole or in part, the amount of award fee available shall represent a pro-rata distribution associated with the evaluation period activities or events as determined by the Fee Determination Official (FDO).

(End of Clause)

NNS-B-1017 OPTION PERIODS (MAR 2012)

The Contractor agrees that performance during the option period, if exercised, shall be accomplished within the option period's total estimated cost, maximum award fee, and total estimated price, as set forth below:

OPTION PERIOD:
Option Term: Months 37-60
Estimated Cost: TBD
Maximum Award Fee: TBD
Total Estimated Price: TBD

(End of Clause)

NNS-B-1018 AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT (DEC 2011)

Contract transition is a 60-day period of time, in accordance with Section H, NNS-H-1044, Transition Plan and Section J, Attachment J-1, Performance Work Statement, prior to the date the Contractor assumes full responsibility for performing the entire PWS. During the transition period, the Contractor shall perform those activities necessary to be prepared to assume full responsibility for the contract requirements. The Contractor shall bring to the site(s) its management team and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability. The Contractor shall accomplish these activities in a manner that results in an effective transition of personnel and work activities while minimizing the cost of this effort. The contract transition cost ceiling is -TBD-. All costs exceeding the ceiling are expressly unallowable unless approved by the Contracting Officer.

(End of Clause)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT

DOE-C-1007 REPORTS (NOV 2009) (TAILORED)

Reports shall be prepared and submitted in accordance with Part III, Section J, Attachment J-3, and as specified in other clauses in the contract.

(End of clause)

NNS-C-1002 PERFORMANCE WORK STATEMENT (PWS) (DEC 2011)

The PWS is incorporated herein at Part III, Section J, Attachment J-1. Any reference to a "statement of work" shall be a reference to the PWS.

(End of Clause)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT

NNS-D-1001 PACKAGING (NOV 2009) (TAILORED)

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rates.

(End of clause)

NNS-D-1002 MARKING (NOV 2009) (TAILORED)

Each package, report or other deliverable shall be accompanied by a letter or other document that:

- (a) Identifies the contract by number under which the item is being delivered.
- (b) Identifies the deliverable Item Number or Report Requirement which requires the delivered item, and
- (c) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(End of clause)

NNS-D-1003 SECURITY REQUIREMENTS (NOV 2009) (TAILORED)

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by the current DOE/NNSA Safeguards and Security directives identified in Part III, Section J, Attachment J-4, DOE/NNSA Directive Listing.

(End of clause)

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-3 INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (MAY 2001)
52.246-5 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT

DOE-E-1001 INSPECTION AND ACCEPTANCE (NOV 2009) (TAILORED)

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer, the Contracting Officer's Representative (COR), or any other duly authorized Government representative identified by the Contracting Officer. The Contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

(End of clause)

ITEM	SUPPLIES SCHEDULE DATA	QTY	DATE
0001		1	ASREQ
	<i>Noun:</i>	TRANSITION PERIOD: NNSA PRODUCTION OFFICE (NPO)	
	<i>ACRN:</i>	9	
0002		1	ASREQ
	<i>Noun:</i>	TRANSITION PERIOD: DOE OAK RIDGE OFFICE (DOE-OR)	
	<i>ACRN:</i>	9	
0003		1	ASREQ
	<i>Noun:</i>	BASE PERIOD: NNSA PRODUCTION OFFICE (NPO)	
	<i>ACRN:</i>	9	
0004		1	ASREQ
	<i>Noun:</i>	BASE PERIOD: DOE OAK RIDGE NATIONAL LABORATORY (ORNL) - LABOR	
	<i>ACRN:</i>	9	
0005		1	ASREQ
	<i>Noun:</i>	BASE PERIOD: DOE OAK RIDGE NATIONAL LABORATORY (ORNL) - OTHER DIRECT COSTS	
	<i>ACRN:</i>	9	
0006		1	ASREQ
	<i>Noun:</i>	BASE PERIOD: DOE EAST TENNESSEE TECHNOLOGY PARK (ETTP) - LABOR	
	<i>ACRN:</i>	9	
0007		1	ASREQ
	<i>Noun:</i>	BASE PERIOD: DOE EAST TENNESSEE TECHNOLOGY PARK (ETTP) - OTHER DIRECT COSTS	
	<i>ACRN:</i>	9	

ITEM	SUPPLIES SCHEDULE DATA	QTY	DATE
0008		1	ASREQ
	<i>Noun:</i>	BASE PERIOD: DOE FEDERAL BUILDING COMPLEX (FBC) - LABOR	
	<i>ACRN:</i>	9	
0009		1	ASREQ
	<i>Noun:</i>	BASE PERIOD: DOE FEDERAL BUILDING COMPLEX (FBC) - OTHER DIRECT COSTS	
	<i>ACRN:</i>	9	
0010		1	ASREQ
	<i>Noun:</i>	BASE PERIOD: DOE OAK RIDGE OFFICE (DOE-OR) - AWARD FEE	
	<i>ACRN:</i>	9	

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT

NNS-F-1001 PRINCIPAL PLACE OF PERFORMANCE (DEC 2011)

All work shall be performed at: 1) the NNSA Pantex Plant, in Amarillo, TX; 2) the Y-12 National Security Complex and the Central Training Facility in Oak Ridge, Tennessee; 3) the DOE Oak Ridge Office locations, which consist of Oak Ridge National Laboratory, East Tennessee Technology Park and the Federal Building Complex in Oak Ridge, Tennessee; and other locations identified by the Contracting Officer.

(End of Clause)

NNS-F-1002 DELIVERABLES (DEC 2011)

Deliverables shall be provided in accordance with the requirements of the Performance Work Statement (PWS), applicable procedures, and as required by the Contracting Officer's Representative (COR) in accordance with Department of Energy Regulation (DEAR) Clause 952.242-70 entitled "Technical Direction." The Contractor shall provide the plans, reports, and records specified in the Reporting Requirements Checklist, provided in Part III, Section J, Attachment J-3. In addition, special plans and reports shall be prepared and submitted as directed by the Contracting Officer (CO) in coordination with the COR.

(End of Clause)

NNS-F-1003 CONTRACT PERFORMANCE PERIOD (DEC 2011)

The transition period shall be 60 days from the effective date of the contract. The base period shall be for 36 months from the beginning of the transition period. One option period, if exercised, will extend the term of the contract an additional 24 months for a total of 60 months from the effective date of the contract as follows:

- 1) Transition Period: First 60 days of base period
- 2) Base Period: Transition Period and Months 3 through 36
- 3) Option Period: Months 37 through 60

(End of Clause)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT

DOE-G-1007 CONTRACTING OFFICER'S REPRESENTATIVE (NOV 2009) (TAILORED)

The Contracting Officer's Representative (COR) for the purposes of monitoring and coordinating the technical requirements of this contract are identified below. The COR will be designated by a separate letter and will represent the Contracting Officer (CO) in the technical phases of the work. Specific duties and responsibilities of the COR are those delegated in the COR designation letter for this contract. A copy of this designation letter shall be furnished to the Contractor. The COR is not authorized to change any of the terms and conditions of this contract. Changes in the Performance Work Statement will be made only by the CO by properly written modification(s) to the contract. Additional COR(s) for other purposes, as required, may be designated in writing by the CO.

Contracting Officer's Representative: TBD
Location: TBD
Phone: TBD
Email: TBD

(End of clause)

DOE-G-1010 NON-SUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES (NOV 2009) (TAILORED)

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor, who in turn is responsible for contract performance to the Government.

(End of clause)

NNSA-G-1001 BILLING INSTRUCTIONS (NOV 2009) (TAILORED)

(a) The Contractor shall use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting reimbursement for work performed on cost-reimbursement type contracts. This form can be found at [http://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/\\$file/SF1034.pdf](http://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/$file/SF1034.pdf)

(b) The Contractor must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to VIPERS, please visit the web page at <https://vipers.oro.doe.gov>. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher.

(c) Detailed instructions on how to enroll and use the system can be found in the "Electronic Invoice Instructions" document under the "Document Links" section on the web page. Each voucher submitted shall include the following:

- (1) contract number;

- (2) order number;
- (3) Contractor name;
- (4) date of voucher;
- (5) invoice number (invoices shall be sequentially numbered);
- (6) total amount of voucher;
- (7) period covered or items delivered; and
- (8) cumulative amount invoiced to date.

(d) In addition, the voucher must include a signed certified statement of cost signed by a responsible official of the Contractor and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.

(1) Statement of Cost. The following instructions are provided for use by the Contractor in the preparation and submission of the Statement of Cost:

(i) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.

(ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.

(iii) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.

(iv) The Direct Productive Labor Hour (DPLH) incurred during the current billing period shall be shown and the DPLH Summary completed, if applicable.

(v) The total fee billed, retainage amount, and available fee must be shown.

(vi) If task orders or task assignments are issued under this contract, the Contractor must prepare a Statement of Cost for each task order work assignment and a summary for the total invoiced cost.

(2) Supporting Documentation. Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.) the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

(e) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.

(f) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

(g) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

(End of clause)

DOE-G-1009 CONTRACTOR'S MANAGER (FEB 2012)

(a) The Contractor shall designate a manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The manager shall provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract.

(b) The manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

(End of clause)

NNS-G-1002 CONTRACTING OFFICER AND CONTRACT SPECIALIST INFORMATION (DEC 2011)

Contact the Contract Specialist and/or Contracting Officer stated below for all administrative matters:

Contract Specialist: TBD
Location: TBD
Phone: TBD
Email: TBD

Contracting Officer: TBD
Location: TBD
Phone: TBD
Email: TBD

Mailing Address:

(End of Clause)

NNS-G-1003 CORRESPONDENCE PROCEDURES (JAN 2012)

In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name, and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

(a) Technical Correspondence

Technical correspondence (as used herein, excludes technical correspondence if patent or technical data issues are involved and correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the Contracting Officer's Representative (COR) or other duly authorized Government representative, with an information copy of the correspondence to the Contracting Officer.

(b) Correspondence Pertaining to Patent, Technical Data, or Intellectual Property

Correspondence pertaining to patent, technical data, or intellectual property shall be addressed to the Contracting Officer with information copies to the COR and the DOE/NNSA Patent Counsel. Contact the Contracting Officer prior to submitting correspondence to obtain DOE/NNSA Patent Counsel point of contact information.

(c) Other Correspondence

All other correspondence shall be addressed to the Contracting Officer with an information copy of the correspondence to the COR.

(End of clause)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT

DOE-H-1001 OMBUDSMAN (JUL 2010) (TAILORED)

THIS CLAUSE APPLIES ONLY TO THE NATIONAL NUCLEAR SECURITY ADMINISTRATION (NNSA) CONTRACT.

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from Offerors, potential Offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the Contracting Officer, the Source Evaluation Board, or the Selection Official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution.

(b) If resolution cannot be made by the Contracting Officer, interested parties may contact the ombudsman, Jill E. Robbins, National Nuclear Security Administration, 1000 Independence Ave. SW, Washington D.C. 20585, phone: (202) 586-9678, fax: (202) 586-7535, e-mail: jill.robbins@nnsa.doe.gov. Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

DOE-H-1011 DEPARTMENT OF LABOR WAGE DETERMINATIONS (NOV 2009) (TAILORED)

In the performance of this contract the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s), Part III, Section J, Attachment J-5, and Collective Bargaining Agreements (CBAs), Part III, Section J, Attachments J-6 through J-11, and 52.222-42 Statement of Equivalent Rates for Federal Hire, when applicable.

(End of clause)

DOE-H-1015 AWARD FEE PLAN (NOV 2009) (TAILORED)

(a) The Contractor's Award Fee Plan, upon which the determination of award fee shall be based (including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area), will be unilaterally established by the Government. A copy of the plan will be provided to the Contractor 30 calendar days prior to the start of the first evaluation period.

(b) The Award Fee Plan will set forth the criteria upon which the Contractor will be evaluated for performance relating to duties, training, program management and cost management.

(c) Unilateral changes may be made to the Award Fee Plan if the Contractor is provided written notification by the Contracting Officer 30 calendar days before the changes become effective. Any changes made by the Contracting Officer shall apply prospectively only.

(End of clause)

Applies to Cost-Plus-Award-Fee CLIN(s) only.

DOE-H-1017 AWARD FEE (NOV 2009) (TAILORED)

The evaluation of Contractor performance shall be in accordance with the Award Fee Plan referenced under Part III, Section J, Attachment J-15 and J-16 of this contract.

(a) The Government shall, at the conclusion of the specified evaluation period(s), evaluate the Contractor's performance for a determination of award fee earned. The Contractor agrees that the determination as to the amount of award fee earned will be made by the Fee Determining Official (FDO) in accordance with the Award Fee Plan. The FDO's award fee determination shall be final and not subject to appeal under the "Disputes" clause or any other contract clause. The Contractor shall be notified in writing of the award fee determination and rationale.

(b) The Government shall issue a unilateral contract modification once the award fee rating has been determined by the FDO. The modification shall set forth the award fee earned for the performance period under evaluation. Upon receipt of the award fee contract modification, the Contractor shall invoice in accordance with the directions provided in contract clause NNS-H-1030, "PROVISIONAL PAYMENT OF AWARD FEE."

(c) The Government shall evaluate the Contractor's performance on an annual basis to determine the award fee earned by the Contractor. DOE/NNSA desires to align the award fee periods with the Government fiscal year (1 October to 30 September), and the first award fee period commences the first day after the transition period ends; thus, the first and last award fee periods (within both the Base Period and Option Period (if exercised)) may be less or longer than 12 months based on the actual award date. All other award fee periods will represent 12-month evaluation periods that align with the Government fiscal year.

(d) Unearned award fee in one period will not be rolled over to a subsequent award fee period.

(e) In the event of contract termination, in whole or in part, the amount of the award fee available shall represent a pro-rata distribution associated with evaluation period activities or events as determined by the FDO.

(End of clause)

Applies to Cost-Plus-Award-Fee CLIN(s) only.

DOE-H-1020 OPTIONS TO THE CONTRACT (NOV 2009) (TAILORED)

(a) The Government may unilaterally exercise the option in this contract by written notice to the Contractor within the term of the contract, provided that the Government shall give the Contractor a preliminary written notice of its intent to exercise at least 60 days before the contract expires. The preliminary notice does not commit the Government to execute the option.

(b) If the Government exercises the option, the contract shall be considered to include this option provision.

(c) Should the Government exercise the option hereunder, all contractual terms and conditions shall remain in effect.

(End of clause)

DOE-H-1025 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (NOV 2009) (TAILORED)

The Government may award contracts for on-site work or services to additional contractors. The Contractor shall cooperate fully with all other on-site DOE/NNSA contractors, and with Government employees, and carefully schedule and coordinate its operations to complement the operations of other

onsite contractors and federal workers as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by a Government employee unless consistent with site procedures and attributable to security conditions.

The Contractor agrees to include in all subcontracts that may include on-site work under this contract, a clause which will obligate such subcontractors to comply with the provisions of this clause and to impose these obligations on all their subcontractors or suppliers, at any tier, which involve performance of work on-site. As used in this clause, subcontractor(s) and subcontract(s) include such at any tier.

(End of clause)

**DOE-H-1030 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (JAN 2011)
(TAILORED)**

Within 120 days after the effective date of the contract, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan. The Plan shall describe an aggressive program to identify conflicts of interest, avoid conflicts of interest and facilitate the mitigation of actual conflicts of interest; and shall be periodically updated as required during the term of the contract. The Plan shall consist of the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor and its related entities.
- (b) The procedures the Contractor will utilize to avoid, identify, mitigate and terminate conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the OCI Management Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all DOE/NNSA required representations and certifications and factual analyses are timely and submitted to the Contracting Officer for approval.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed, collecting nondisclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information, and physical safeguards, if necessary.
- (g) The procedures for OCI training and self-education of employees, as well as the frequency of recertification.
- (h) The enforceable disciplinary mechanisms to be used by the Contractor.

(End of clause)

DOE-H-1032 RELEASE OF INFORMATION (DEC 2011) (TAILORED)

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be coordinated with the appropriate Office of Public Affairs for approval prior to the planned issue date.

For the DOE-OR, proposed releases are to be submitted to DOE Oak Ridge Office, Office of Public Affairs, 200 Administration Road, M-4, Oak Ridge, TN 37831, with a copy provided to the Contracting Officer.

For the NNSA, proposed releases are to be submitted to NNSA Production Office, Office of Public Affairs, (Address provided at time of award), Oak Ridge, TN, with a copy provided to the Contracting Officer.

(End of clause)

DOE-H-1047 GREEN PURCHASING UNDER CONTRACTS FOR PERSONAL COMPUTERS (DESKTOPS, LAPTOPS AND MONITORS) (JUN 2010) (TAILORED)

Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. It is anticipated that the Contractor, when supplying personal computer equipment hereunder, shall ensure that the equipment is rated at least silver pursuant to IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products as set forth at 48 CFR 52.223-16 Alternate I.

(End of clause)

DOE-H-1048 GREEN PURCHASING UNDER DOE SERVICE CONTRACTS (JUN 2010) (TAILORED)

(a) Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well being of Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and well being of Federal employees, contract service providers and visitors using the facility. Green purchasing or environmentally preferable contracting includes the initiatives described below:

- Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are described at <http://www.epeat.net>
- Non-Ozone Depleting Products are described at <http://www.epa.gov/Ozone/snap/index.html>
- Recycled Products are described at <http://epa.gov/cpg>
- Water efficient products are described at <http://epa.gov/watersense/>

(b) To the extent that the services provided by the Contractor require the provision of any of the above types of products, the environmentally preferable type of product is to be furnished unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, in Section I require the use of products that have biobased content, are energy efficient, or have recycled content.

(End of clause)

DOE-H-1050 LOBBYING RESTRICTION (CONSOLIDATED APPROPRIATIONS ACT, 2012) (FEB 2012) (TAILORED)

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(End of clause)

DOE-H-1051 CONSECUTIVE NUMBERING (NOV 2009)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

(End of clause)

NNS-H-1001 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (NOV 2009) (TAILORED)

The Representations, Certifications, and Other Statements of Offeror were verified at the OnLine Representations and Certifications Application (ORCA) website on TBD (date and time) Mountain Time, and are hereby incorporated by reference.

(End of clause)

NNS-H-1002 STANDARD INSURANCE REQUIREMENTS (NOV 2009)

In accordance with FAR clause 52.228-7, "Insurance - Liability to Third Persons," the following kinds and minimum amounts of insurance are required during the performance of this contract:

(a) Worker's Compensation and Employer's Liability Insurance:

(1) the amount required by the State of Texas and the State of Tennessee under applicable Workers' Compensation and occupational disease statutes.

(2) employer's liability insurance of at least \$100,000.

(b) General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability Insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

(End of clause)

NNS-H-1003 ACCESS TO DOE-OWNED OR LEASED FACILITIES (AUG 2011) (TAILORED)

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE/NNSA-owned or leased facilities; however, this clause does not control requirements for an employee obtaining a security clearance. The Contractor understands and agrees that DOE/NNSA has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access. Therefore, DOE/NNSA requires the Contractor to have a rigorous pre-employment check. The Contractor should consider the following, which are not all inclusive and may vary depending on access requirements, when making hiring decisions:

- (1) is the candidate suspected of being a terrorist;
- (2) is the candidate subject to an outstanding warrant;
- (3) has the candidate deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
- (4) has the candidate presented false or forged identity source documents;
- (5) has the candidate been barred from Federal employment;
- (6) is the candidate currently awaiting a hearing or trial or been convicted of a crime punishable by imprisonment of six (6) months or longer; or
- (7) is the candidate awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE/NNSA in providing its employee(s) with any forms directed by DOE/NNSA, (ii) that the employee(s) properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.

(2) In completing the process for gaining physical access, that its employee(s) (i) cooperates with DOE/NNSA officials responsible for granting access to DOE/NNSA-owned or leased facilities and (ii) provides additional information, requested by those DOE/NNSA officials.

(c) The Contractor understands and agrees that DOE/NNSA may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE/NNSA subsequently determines that access may be granted. Upon notice from DOE/NNSA that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE/NNSA shall not be cause for extension of the period of performance of this contract or any Contractor claim against DOE/NNSA.

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE/NNSA pursuant to this clause, granting physical access to DOE/NNSA-owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this contract; (2) the expiration of this contract; (3) the termination of employment on this contract by an individual employee; or (4) on demand by DOE/NNSA for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this contract, in which an employee(s) of the subcontractor will require physical access to DOE/NNSA-owned or leased facilities.

(End of clause)

NNS-H-1004 INFORMATION TECHNOLOGY EQUIPMENT USE (NOV 2009) (TAILORED)

(a) The Government will provide access to its computer systems, network capability and appropriate hardware at all sites operated by a Management and Operating (M&O) Contractor. If a site under this contract is not supported by an M&O, the Contractor is expected to provide all information technology (IT)

equipment to conduct business operations unless otherwise provided in the Government Furnished Property (GFP) that will be transferred upon completion of the transition period.

(b) The Contractor is not authorized to acquire any IT equipment or data at the Government's expense, under this contract, that exceeds \$5,000 without the prior written approval of the Contracting Officer.

(c) When approval is required, the Contractor shall include:

- (1) Need for and selection of such information technology equipment;
- (2) Specific make and model;
- (3) Lease-versus-purchase determination; and
- (4) Any other pertinent information determined necessary.

(End of clause)

NNS-H-1005 OBSERVANCE OF NATIONAL HOLIDAYS (NOV 2009) (TAILORED)

(1) The Government observes the following days as national holidays:

- (i) New Year's Day
- (ii) Martin Luther King Day
- (iii) President's Day
- (iv) Memorial Day
- (v) Independence Day
- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veteran's Day
- (ix) Thanksgiving Day
- (x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

(2) The Contractor's non-bargaining employees shall observe the same number of holidays observed by the Government. For those employees, the Contractor shall not be reimbursed for providing more than the total number of holidays identified in paragraph (1) above. Contractor personnel shall comply with their own company's personnel policy and procedures regarding the administration of holidays.

(3) Notwithstanding (1) and (2), the Contractor shall provide sufficient personnel to perform critical tasks already in operation, scheduled, or during emergencies that may arise on the holidays listed in (1) or identified by the Contractor.

(4) Any administrative time-off such as early holiday release or release or delay due to inclement weather may be provided to employees as required by law, collective bargaining agreements or established policies of the Contractor.

(End of clause)

NNS-H-1006 CONFIDENTIALITY OF INFORMATION (NOV 2009)

(a) To the extent that the work under this contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to other entities that is clearly marked as confidential or proprietary, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations, however, shall not apply to:

(1) Information or data that is in the public domain at the time of receipt by the Contractor;

(2) Information or data that is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;

(3) Information or data that the Contractor can demonstrate was already in its possession at the time of receipt thereof; or

(4) Information or data that the Contractor can demonstrate was received by it from a third party that did not require the Contractor to treat it in confidence.

(b) The Contractor agrees to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the Contractor under this contract and to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports that specify any information or data received as confidential or proprietary and that identify the entity or entities who supplied the Contractor with such information or data.

(c) The Contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data that the Contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.

(d) This clause, including this paragraph (d) shall be included in subcontracts if there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

(End of clause)

NNS-H-1007 KEY PERSONNEL (NOV 2009) (TAILORED)

(a) Pursuant to DEAR clause 952.215-70 "Key Personnel" the Contractor's key personnel are as follows:

NAME	TITLE	CONTRACTOR'S REPRESENTATION OF KEY PERSON AS "CONTRACTOR'S MANAGERIAL PERSONNEL" (Yes or No)
TBD	TBD	TBD

Key personnel are members of the Contractor team and are dedicated full-time to this contract. Contractor's representation that a key person does not fall under the definition of "contractor's managerial personnel" as defined in FAR 45.101, 52.245-1, 52.246-3, and 52.246-25, does not constitute a Government determination of the same or a concurrence with the Contractor's representation.

b) Key personnel shall not be removed, replaced or diverted by the Contractor for reasons under the Contractor's control within the first two years of the period of performance. Prior to any change of key personnel the Contractor shall obtain approval from the Contracting Officer. Notification to the Contracting Officer shall be accomplished reasonably in advance, not less than 30 calendar days, prior to the change. Whenever, for any reason, one or more of the identified key persons is removed, substituted or diverted, the Contractor shall, with the approval of the Contracting Officer, replace such employee with an employee of substantially equal abilities and qualifications.

(End of clause)

NNS-H-1008 GOVERNMENT-FURNISHED FACILITIES AND SERVICES (NOV 2009) (TAILORED)

(a) During contract performance, the Government will furnish the Contractor office space for approximately 60 individuals at each NNSA Production Office location; i.e., Pantex Plant and the Y-12 National Security Complex; and approximately 25 individuals at the DOE Oak Ridge Office on an as-required basis. Additional office space may be provided by the Government as the DOE/NNSA needs demand.

(b) The Government may furnish the following items: on-site utilities, office furnishings, telephone, janitorial services, on-site mail services and access to the Government computer systems and items identified within the Performance Work Statement on an as-required basis. "On-site" means a Government specified location at a Government facility.

(End of clause)

NNS-H-1009 COMPUTER SYSTEMS SECURITY (NOV 2009) (TAILORED)

(a) The Contractor agrees to comply with the DOE/NNSA directives identified in Part III, Section J, Attachment J-4, DOE/NNSA Directive Listing.

(b) The Contractor shall immediately provide written notification to the network administrator when an employee of the Contractor no longer requires access to Government computer systems. Contact the Contracting Officer Representative (COR) for the appropriate network administrator point of contact information.

(End of clause)

NNS-H-1010 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (JAN 2011) (TAILORED)

The Contractor is required to comply with the following in accordance with DOE O 221.1A, Reporting Fraud, Waste, and Abuse to the Office of Inspector General and DOE O 221.2A, Cooperation with the Inspector General:

(a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE/NNSA programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., Office of the Inspector General (OIG), other law enforcement, supervisor, employee concerns office, security officials.) Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE/NNSA environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the OIG.

(b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.

(d) Ensure that their employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud,

waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.

(e) Ensure that their employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(f) Ensure that their managers do not retaliate against DOE/NNSA contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement

(g) Contractors must ensure that all their employees understand that they must:

(1) comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements.

(2) not impede or hinder another employee's cooperation with the OIG.

(3) ensure that reprisals are not taken against DOE/NNSA contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

(h) The DOE IG hotline telephone number is 202-586-4073.

(End of clause)

NNS-H-1012 CONTRACTOR IDENTIFICATION SPECIFICATIONS (NOV 2009) (TAILORED)

(a) Contractor personnel, while visiting and/or working within Government facilities on a continuous basis (part-time, or full-time) must be recognizable as Contractors while in Government facilities. This shall be accomplished by wearing appropriate badges.

(b) Appropriate badges shall be worn on the outermost garment in the chest area. Contractors are responsible for requesting an appropriate number of badges to meet the needs of their employees.

(End of clause)

NNS-H-1013 IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI) (JAN 2011) (TAILORED)

Documents originated by the Contractor or furnished by the Government to the Contractor in connection with this contract may contain Unclassified Controlled Nuclear Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE Regulations and Directives.

The Contractor agrees to include in all subcontracts under this contract that involve the handling or generation of UCNI a clause which will obligate such subcontractors to comply with this clause and to impose these obligations on all their subcontractors or suppliers, at any tier.

(End of clause)

NNS-H-1016 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS (NOV 2009)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

(End of clause)

NNS-H-1017 VIOLENCE IN THE WORKPLACE (NOV 2009) (TAILORED)

(a) Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any DOE/NNSA facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, may be removed from the premises.

(b) Contractor supervisors or management representatives shall immediately report any incident or threat of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer and the COR.

(End of clause)

NNS-H-1019 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (NOV 2009) (TAILORED)

(a) No work may be performed at the covered workplace unless and until the Government approves the Contractor's Worker and Safety Health Program. "Covered workplace" means a place at a DOE/NNSA site where a Contractor is responsible for performing work in furtherance of a DOE or NNSA mission. "DOE site" means a DOE-owned or DOE-leased area or location or other area or location controlled by DOE/NNSA where activities and operations are performed at one or more facilities or places by a Contractor in furtherance of a DOE/NNSA mission.

(b) The Contractor, or a subcontractor at any tier, shall comply with the requirements of 10 CFR 851, Worker Safety and Health Program. 10 CFR 851 is incorporated into the contract by reference. In the event of any conflict between this special contract requirement and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

(c) The Contractor shall implement and maintain a written Worker and Safety Health Program that provides the methods of implementing the requirements of Subpart C of 10 CFR 851 (or Part 851 or §851).

(d) Contractors must incorporate in the Worker and Safety Health Program any changes, conditions, or workplace safety and health standards directed by DOE/NNSA consistent with the requirements of 10 CFR Part 851 and Laws, Regulations, Directives and NNSA Policy (if in the basic contract) and associated contract clauses. (see 10 CFR Part 851.13(c)(3)).

(e) The Contractor will provide a copy of their Government approval and WSHP plan to:

Mr. Glenn S. Podonsky, Chief
Office of Health, Safety and Security HS-1
Forrestal Bldg US DOE
1000 Independence Ave SW
Washington DC 20585

(f) Each year, 90 days before the anniversary of the contract effective date, the Contractor shall submit to the Contracting Officer either an updated worker safety and health program for approval or a letter stating that no changes are necessary in the currently approved Worker Safety and Health Program.

(g) If a Contractor employs or supervises workers who are represented for collective bargaining by a labor organization, see §851.11(d).

(h) Nothing in Part 851 or this special contract requirement precludes a Contractor from taking any additional protective action that is determined to be necessary to protect the safety and health of workers (see §851.12).

(End of clause)

NNS-H-1021 INSTRUCTIONS FOR UPDATING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (MAY 2012)

(a) In order to submit periodic updates or to report changes to Foreign Ownership, Control or Influence information as required by DEAR 952.204-2, Security, the Contractor shall use the DOE FOCI electronic submission system located at <https://foci.anl.gov>.

(b) New users, when registering to update information under this contract, should select "NNSA Albuquerque Complex - Acquisition and Project Management (NA-APM)" as the FOCI Office that will review the FOCI Submission.

(c) Electronic signatures are not accepted; all FOCI documentation/forms requiring signatures, dates, and company seal (if applicable), must be printed, completed, and uploaded under the Miscellaneous Tab within the eFOCI system. NOTE: Hard copies of electronic FOCI submission package are no longer required, as indicated in the eFOCI system. Specific problems maneuvering through the fields within the eFOCI system can be clarified by contacting the eFOCI help desk at (630) 252-6566 or fociserver@anl.gov.

(End of clause)

NNS-H-1025 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2009) (TAILORED)

(a) Consistent with the efficient performance of this contract, the Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The Contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The Contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the Contractor and any subcontractors (1) may employ under this contract any employee who has worked for the Contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b), and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) In accordance with Federal Acquisition Regulation 52.222-41(n), the Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names and position titles of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order (No.) 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the Contractor will include provisions that ensure each subcontractor will honor the requirements of paragraphs (a) and (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the Contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph (c), above. The Contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; provided, however, that if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.

(End of clause)

DOE-H-1002 ALTERNATIVE DISPUTE RESOLUTION (ADR) (JAN 2012)

THIS CLAUSE APPLIES ONLY TO THE DOE OAK RIDGE OFFICE CONTRACT.

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.

(b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:

(1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.

(2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.

(c) If one party to this contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes Alternate I.

(End of clause)

DOE-H-1021 CONSERVATION OF UTILITIES (JAN 2012)

The Contractor shall operate under conditions that preclude the waste of utilities. The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

(End of clause)

DOE-H-1026 REQUIRED ESCORT - LACK OF FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) CLEARANCE (JAN 2012)

Until the Contractor receives a Government-issued FOCI clearance, all Contractor personnel shall be escorted, by an approved escort, at all times while within the DOE/NNSA facilities where a security clearance is required.

(End of clause)

DOE-H-1027 DIVERSITY PROGRAM (JAN 2012)

THIS CLAUSE APPLIES ONLY TO THE DOE OAK RIDGE OFFICE CONTRACT.

(a) The Contractor shall develop and implement a Diversity Program in support of the DOE Diversity Initiative. A Diversity Plan covering the full period of performance (base and option, if exercised, periods) shall be submitted to the Contracting Officer for approval within 60 days after the effective date of the contract. Once the Diversity Plan is approved by the Contracting Officer, the Contractor shall implement the Diversity Plan within thirty (30) days of its approval by the Contracting Officer.

(b) The Diversity Plan shall address, at a minimum, the Contractor's approach to ensure an effective Diversity Program (including addressing applicable Affirmative Action and Equal Employment Opportunity regulations) to include: (1) a statement of the Contractor's policies and practices; (2) planned initiatives and activities which demonstrate a commitment to a Diversity program including recruitment strategies for hiring a diverse work force. The Diversity Plan shall also address, as a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's work force, (2) educational outreach, including a mentor/protégé program, (3) stakeholder involvement and outreach; (4) subcontracting, and (5) economic development.

(c) An annual Diversity Report shall be submitted pursuant to Section J, Attachment J-3 entitled "Reporting Requirements." This report shall provide a list of accomplishments achieved both internally and externally and projected developments during the current reporting period. The report shall also list any proposed changes to the Diversity Plan which shall be subject to Contracting Officer approval.

(d) Failure on the part of the Contractor to develop and implement a Diversity Plan as required in this clause shall constitute a breach of this contract.

(End of clause)

NNS-H-1027 WORK FORCE TRANSITION, MANAGEMENT, PAY AND BENEFITS (DEC 2011)

A. Pension and Post Retirement Benefits:

There are a number of employees under this contract who are not in a collective bargaining unit. With respect to their retirement benefits at Oak Ridge (Y-12 and DOE-OR), all non-bargaining unit employees hired prior to June 4, 2007 participate in the WSI Pension Plan for Employees at Oak Ridge, Tennessee. Non-bargaining unit employees at Y-12 and DOE-OR hired after June 4, 2007 participate in a defined contribution plan only. At the Pantex site, some of the non-bargaining unit employees who used to be in the bargaining unit participate in the B&W Pantex Retirement Plan for Bargaining Unit Members of the

Pantex Guards Union. Non-bargaining unit employees at Pantex participate in the M&O Contractor's defined benefit (DB) plan for non-bargaining unit personnel. Non-bargaining unit employees hired at Pantex after February 20, 2012 only participate in a defined contribution (DC) plan. The Contractor shall provide a pay and benefits program to cover non-bargaining unit incumbent and non-bargaining unit non-incumbent employees at Pantex, Y-12 and DOE-OR. The pay and benefits program should adhere at least to the Service Contract Act wage and fringe benefit determinations for non-bargaining unit Service Contract Act employees. It is expected that the benefits program submitted for this group of employees will be developed utilizing best practices and market based design concepts. The benefits program submitted for this group should achieve maximum efficiency and lower cost through such features as vendor and benefit plan consolidation. Benefits for bargaining unit employees at both sites will be governed by existing collective bargaining agreements.

(1) Existing Defined Benefit Pension Plans and Post Retirement Benefits - The aggregate annual contributions to the B&W Pantex Retirement Plan for Bargaining Unit Members of the Pantex Guards Union and the WSI Pension Plan for Employees at Oak Ridge, Tennessee (hereinafter the Defined Benefit Pension Plans) required by the Employee Retirement Income Security Act (ERISA), as amended by the Pension Protection Act of 2006 (PPA) are allowable as an Other Direct Cost as approved by the Contracting Officer. Other post-retirement benefits also are allowable as an Other Direct Cost as approved by the Contracting Officer.

The Contractor shall become a sponsor of the Defined Benefit Pension Plans and post-retirement benefit plans sponsored by the incumbent contractors with responsibility for management and administration of the plans unless sponsorship of any such plan would result in the plan losing its tax qualified status at any time during the period of contract performance. The Contractor shall be responsible for funding, administering, and maintaining the qualified status of all pension and benefit plans. All matters relating to the Defined Benefit Pension Plans will be governed by the applicable provisions of federal law including the Internal Revenue Code (IRC), the Employee Retirement Act of 1974 (ERISA), the Pension Protection Act of 2006, Part 31 of the Federal Acquisition Regulation (FAR) and any other applicable laws.

(i) For proposed changes to DB and DC plans that are not mandated by law the Contractor shall provide the following to the DOE/NNSA Contracting Officer:

(A) A clean copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;

(B) An analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value and a cost study index;

(C) Except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from legal counsel for purposes of compliance with all legal requirements applicable to private sector DB pension plans;

(D) The Summary Plan Description; and

(E) Any such additional information as requested by the Contracting Officer.

When changes to DB and/or DC plans are required by law, the Contractor must provide a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout no later than 30 days before the new amendment is to take effect.

The Contractor shall obtain the advance written approval of the Contracting Officer for any required pension plan changes that are not required by law and which may increase costs or liabilities, and any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits). The Contractor shall provide the Contracting Officer with an analysis of the impact of the plan change(s) and/or special programs on the actuarial accrued liabilities of the pension

plan, and on relative benefit value, or cost per capita, if applicable. Further, the Contractor shall request DOE/NNSA CO approval in advance of any early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit. Costs of changes or amendments to any of the existing defined benefit pension plans are unallowable until specifically approved by the Contracting Officer.

(2) Because the Contractor is responsible for administering and maintaining the qualified status of all pension and benefit plans, the Contractor must submit annual actuarial and employer certification as the sponsoring employer and participating employer in the pension plans demonstrating full compliance with the IRC and ERISA requirements including, but not limited to, any applicable non-discrimination testing.

(3) The Contractor must make annual contributions to the Defined Benefit Pension Plans in amounts necessary to ensure that the plans are funded to meet the annual minimum required contributions under ERISA, as amended by PPA and any subsequent amendments to ERISA. The Contractor shall notify the Contracting Officer at least 60 days prior to the date a payment is due if the payment of the minimum required contribution will result in benefit restrictions to plan participants. Reimbursement above the annual ERISA required minimum contribution will require prior approval of the Contracting Officer.

(i) The contributions will be based on the actuarial valuation, as determined under ERISA, as amended from time to time, for the most recent plan year for each fund. At the Contracting Officer's request, the Contractor shall provide an annual itemization of costs planned to be incurred for administration of each Defined Benefit Pension Plan.

(ii) Actuarial gains and losses developed by annual valuations will be taken into account for purposes of establishing contributions to each Defined Benefit Pension Plans as soon as reasonably possible and consistent with requirements of the Employee Retirement Income Security Act (ERISA) of 1974, amendments thereto, and any other applicable laws.

(4) The Contractor will provide to the DOE/NNSA Contracting Officer copies of the following annual reports:

(i) Actuarial Valuation Reports: The annual actuarial valuation report for each DOE-reimbursed pension plan. When a pension plan is commingled, the Contractor shall submit separate reports for the DOE/NNSA's portion and the plan total.

(ii) Forms 5500: Copies of IRS Forms 5500 with Schedules for each DOE/NNSA-funded pension plan.

(iii) Forms 5300: Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan.

(5) Terminating Plans: The Contractor shall not terminate any pension or other benefit plan without notifying the Department at least 60 days prior to the scheduled date of plan termination and receiving approval from the Contracting Officer.

(i) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market. Insurance companies bidding for this business shall satisfy Department of Labor standards. The Contractor shall apply the assumptions and termination procedures of the Pension Benefit Guaranty Corporation.

(ii) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer. The rate of accrued interest shall be negotiated in good faith between the parties to the contract.

(iii) If ERISA or IRC rules prevent a full transfer of excess NNSA reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to the DOE/NNSA according to a schedule of payments to be negotiated by the parties.

(iv) On the same day as the Contractor notifies the IRS of the plan termination, all the DOE/NNSA assets will be placed in a high-yield, fixed-income portfolio until full disposition of the terminating plan's liabilities. The portfolio shall be rated no lower than Standard & Poor's "AA."

(v) The DOE/NNSA liability to a commingled pension plan shall not exceed that portion which corresponds to participants' service accrued for their work under a DOE/NNSA contract. The DOE/NNSA shall have no other liability to the plan, to the plan sponsor, or to the plan participants.

(vi) After all liabilities of the plan are satisfied, the Contractor shall return to the DOE/NNSA an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to the DOE/NNSA. Such amount and such earnings shall be subject to a DOE/NNSA audit. To affect the purposes of this paragraph, the DOE/NNSA and the Contractor may stipulate to a schedule of payments.

(6) Post Contract Responsibilities for Pension and Other Benefit Plans:

(i) If this contract expires or terminates and the DOE/NNSA has awarded a contract under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Defined Benefit Pension Plans or other benefit plans covering active or retired Contractor employees with respect to service, the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the plans consistent with direction from the Contracting Officer. If a commingled plan is involved, the Contractor shall:

(A) Spin off the DOE/NNSA portion of any commingled plan that provides benefits for employees working at the DOE/NNSA facility into a separate plan. The new plan shall provide benefits similar to those provided by the commingled plan and shall carry with it the NNSA assets on an accrual basis market value, including the DOE/NNSA assets that have accrued in excess of the DOE/NNSA liabilities.

(B) Bargain in good faith with the DOE/NNSA or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. The DOE/NNSA and the contractor(s) shall establish an effective date of spinoff. On the same day as the Contractor notifies the IRS of the spinoff, all DOE/NNSA assets assigned to a spun-off plan shall be placed in a high-yield, fixed income portfolio until the successor trustee is able to assume stewardship of those assets. The portfolio shall be rated no lower than Standard & Poor's "AA."

(ii) If this contract expires or terminates and the DOE/NNSA has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Defined Benefit Pension Plans, or if the Contracting Officer determines that the scope of work under the contract has been completed (any one such event may be deemed by the Contracting Officer to be "contract completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of contract completion:

(A) Subject to paragraph (B) immediately below, and notwithstanding any legal obligations independent of the contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Defined Benefit Pension Plans in accordance with applicable legal requirements.

(B) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the Defined Benefit Pension Plans prior to or at the time of contract completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of contract completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Defined Benefit Pension Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable contract provisions.

B. Labor Relations: (Also refer to the clause entitled "Collective Bargaining Agreements-Protective Services" (DEAR 952.237-70) contained in Section I)

(1) The Contractor will respect the rights of employees (1) to organize, form, join or assist labor organizations, bargain collectively through representatives of the employees own choosing, and engage in other protected concerted activities for the purpose of collective bargaining, and (2) to refrain from such activities. The Contractor shall comply with the National Labor Relations Act (NLRA) and any applicable state labor laws.

(2) To the extent required by law, the Contractor shall give notice to any lawfully designated representative of its employees for purposes of collective bargaining agreement and, upon proper request, bargain to good faith impasses or agreement, or otherwise satisfy applicable bargaining.

(3) The Contractor shall promptly advise the Contracting Officer of, and provide all appropriate documentation regarding, any labor relations developments that involve or appear likely to involve:

(i) Possible strike situations affecting the facility;

(ii) Formal action by the National Labor Relations Board (NLRB) including but not limited to issuance of a complaint against the Contractor. Copies of complaints, settlement agreements, judgments and any other documents issued in connection with Contractor action with respect to labor practices shall be provided to the Contracting Officer;

(iii) Recourse to procedures under the Labor-Management Act of 1947, as amended, or any other Federal or State Labor Law;

(iv) Any grievance scheduled for arbitration under any collective bargaining agreement that has the potential for significant economic or other impact as well as the decision of the arbitrator; or

(v) Other significant issues that may involve review by other federal or state agencies.

(4) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives including economic parameters, prior to negotiation of any collective bargaining agreement, extension or revision thereto. Data supporting economic parameters should include, but are not limited to, a benefit value study and a compensation analysis. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which could change costs under this contract, or which could involve other items of special interest to the Government. As part of the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer in advance before proposing or agreeing to changes in any pension or other benefit plans which would increase costs.

(i) A benefit value study for bargaining unit employees shall be completed 6 months prior to the expiration of the collective bargaining agreement and a copy provided to the Contracting Officer. Pursuant to negotiation of the subsequent collective bargaining agreement for bargaining unit employees,

the Contractor shall align employee benefit programs with the benefit value as approved by the Contracting Officer at that time.

(ii) A benefit value study is an actuarial study which is intended to measure the relative worth of competing programs to employees. The Contractor must determine a list of no less than 15 participants to be a part of the benefit value study. The Contracting Officer shall approve the list prior to the performance of the study. The benefit value study shall include major non-statutory benefit plans offered by the Contractor, including qualified defined benefit and defined contribution retirement and capital accumulation plans and death, disability, health and paid time-off welfare benefit programs. The benefit value study must be performed by a national consulting firm with expertise in benefit value studies. To the extent this methodology does not address post-retirement benefit programs, the Contractor shall provide the Contracting Officer separate cost and plan design data on post-retirement benefits other than pensions compared to external benchmarks of a national recognized survey source once every three years.

(iii) Compensation Analysis - In addition, the Contractor shall provide an analysis of wages to other DOE/NNSA Protective Force contractors and industry comparators.

(5) The Contractor shall provide an electronic copy of the settlement summary to the Contracting Officer within 30 to 60 days after formal ratification of the agreement.

(6) The Contractor shall notify the Contracting Officer in a timely fashion of all labor relations issues including economic issues and other matters that have a potentially significant impact on work rules, make or buy decisions, or other matters that may cause a significant deviation from past customs or practices.

C. Workforce Restructuring

For workforce restructuring actions that involve involuntary separation of 10-99 employees in a rolling 12-month period, the Contractor must notify the Contracting Officer at least 15 workdays prior to implementing the separations. The Contractor does not need prior approval from the Contracting Officer to conduct involuntary separations involving up to 99 employees in a rolling 12-month period. However, the Contractor must prepare a workforce restructuring plan if it reduces its workforce by 50 or more employees in a rolling 12-month period pursuant to an involuntary separation program.

For involuntary separations involving more than 100 employees, the Contractor must obtain the approval of the Contracting Officer. The Contractor must submit a workforce restructuring plan at the same time it submits its request to the Contracting Officer to separate 100 or more employees.

A workforce restructuring plan must provide detailed information regarding the Contractor's proposed workforce restructuring activities and must set forth its business case for why the restructuring is required. The Contractor's workforce restructuring plan should set forth the projected number of affected employees and the occupational classifications of the affected employees, the criteria it will use to select employees for termination and the projected costs of the separation benefits, including severance and displaced worker medical benefits and the anticipated cost savings that will result from the separation program. Upon request of the Contracting Officer, the Contractor will supplement its workforce restructuring plan with additional information.

The Contractor must conduct an adverse impact analysis if its workforce restructuring action involves 50 or more employees. The adverse impact analysis must be submitted to the DOE/NNSA site counsel.

Voluntary separation programs that involve payment of severance benefits to employees must be approved in advance by the Contracting Officer.

D. Pension Management Plan

The Contractor shall submit a plan for management and administration (Pension Management Plan) for each defined benefit pension plan (Plan) for which the Department has a continuing obligation to reimburse pension contributions that is consistent with the terms of this contract and which includes estimated assets, estimated liabilities, estimated contributions, and the prior year's actuarial valuation report annually on January 30.

(1) The Pension Management Plan shall include:

(i) The Contractor's best estimate of the contributions which it will be legally obligated to make to the Plan(s), beginning with the required contributions for the current fiscal year, based on the latest actuarial valuation, and continuing for the following four fiscal years. This estimate will be based upon compliance with all applicable legal requirements relating to the determination of contributions and upon the assumptions set out in the Plan document(s). All contribution calculations should reflect payments made during DOE fiscal years, beginning October 1 through September 30, and the next succeeding four fiscal years. The Contractor shall include a summary of the key actuarial assumptions used to determine the required contribution. All estimates must be based upon the most recently available asset information for the Plan. For example, for a Plan with a July 1 valuation date, project the July 1 value of assets for the current year to be used in the calculation from the actual January 1 value of assets from the same year.

(ii) If the actuarial valuation submitted pursuant to the annual Pension Management Plan update indicates that the sponsor of the Plan must impose benefit restrictions, the Contractor shall provide the following information:

(A) The type of benefit restriction that will take place;

(B) The number of Contractor employees that potentially could be impacted, and the nature of the restriction (e.g., financial impact) by imposition of the required benefit restriction;

(C) The amount of money that would need to be contributed to the Plan and the timing of such contribution to avoid legally required benefit restrictions; and

(D) A recommendation regarding whether the additional money should be contributed to the Plan and the rationale for the recommendation.

(iii) A detailed discussion of how the Contractor intends to manage the Plan(s) to maximize contribution predictability (i.e. forecasting accuracy) and to contain current and future costs, to include the rationale for selection of all Plan assumptions (i.e., actuarial experience studies) that determine the required contributions and which impact the level and predictability of required contributions. As part of the Contractor's plan to maximize contribution predictability, the Contractor may propose funding strategies other than ERISA minimums for the DOE/NNSA's consideration and approval. The Contractor shall submit responses to the questions below for the DOE/NNSA to consider in deciding on the alternate funding strategy:

(A) Identify whether the current year additional amount can be absorbed within the current operating budget.

(B) Discuss the integration of Plan's funding strategy and investment strategy taking into consideration the plan's demographic profile, liability duration, and impact of current year funding decisions on future year contribution requirements.

(C) Discuss the strategy for achieving fully funded status and protecting against erosion of the Plan's funded status.

(D) Discuss the strategy for specifically protecting any pension funding contributions reimbursed in excess of the minimum required contribution against the risk of significant loss.

(E) Discuss whether the plan has a prefunding or funding standard carryover balance that could be used to improve the plan's Adjusted Funding Target Attainment Percentage (AFTAP) without requiring additional contributions. Provide a rationale regarding the recommended use of the available balance(s).

(iv) An assessment to evaluate the effectiveness of the Contractor's Plan(s) investment management/results. The assessment must include at a minimum: a review and analysis of Plan investment objectives and asset allocations; results of the most recent asset liability study and investment policy review; the strategies employed to achieve the Plan's investment objectives; and the methods used to monitor execution of those strategies and the achievement of the investment objectives. The Contractor shall also identify its plans, if any, for revising any aspect of its Pension Management Plan based on the results of the review.

Within 30 days after the date of the submission, appropriate Contractor representatives will meet with the Contracting Officer and other DOE/NNSA representatives to discuss the Contractor's proposed Pension Management Plan. The Contractor must be prepared to discuss any differences between the prior fiscal year's estimated pension contributions for future fiscal years, and the most recent estimated pension contributions for future fiscal years and the rationale for any such discrepancies. In addition, discrepancies between the actual contributions made for the most recent fiscal year preceding the meeting and the estimated contributions for that fiscal year, along with the rationale for any such discrepancies and funding strategies for the Plan, will be discussed.

E. Pension and Post Retirement Benefit Plan

The Contractor shall submit a detailed Pension and Post Retirement Benefit Plan that is due 10 calendar days after the effective date of the contract. The Pension and Post Retirement Benefit Plan must include as an attachment all of the pension and post retirement benefit plan documents that describe with particularity the benefits proposed to be provided to employees performing work under this contract. The plan documents to be submitted include those retirement plans to which the Contractor is required to become a sponsor under this contract, including any proposed changes that will facilitate Contractor sponsorship of the plans, as well as any newly proposed plans.

The Pension and Post Retirement Benefit Plan must address the integrated pay and benefit program that will cover non-bargaining unit incumbent and non-bargaining unit non-incumbent employees. The Contractor should note that with respect to benefit programs for non-bargaining unit Service Contract Act employees, any benefit proposals in the Pension and Post Retirement Benefit Plan must adhere to at least the applicable fringe benefit rate set forth in the Department of Labor Wage Determination for non-bargaining employees covered by the Service Contract Act.

All benefit plans shall be administered in accordance with the Internal Revenue Code, the Employee Retirement Security Act of 1974, the Pension Protection Act of 2006 and any other applicable laws or regulations. As noted in Section A(1) of this clause, post-retirement benefit costs are allowable as an Other Direct Cost as approved by the Contracting Officer. However, initial implementation of the specific pension and post retirement plans set forth in the Pension and Post Retirement Benefit Plan is subject to Contracting Officer approval.

F. The above clause, as all other clauses, is not enforceable by, or for the benefit of, and shall create no obligation to any person or entity other than the contracting parties.

(End of clause)

NNS-H-1030 PROVISIONAL PAYMENT OF AWARD FEE (DEC 2011)

(a) Provisional award fee payments will be made under this contract during the basic contract period and each successive option period (if exercised), pending the determination of the amount of fee earned for an evaluation period. The total amount of award fee available in an evaluation period that will be paid provisionally is 50% of the evaluation period award fee pool.

(b) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer. If the Contractor has earned award fee exceeding the sum of provisional award fee payments, the Contractor shall submit an invoice for the difference.

(c) If the Contracting Officer determines that the Contractor will not achieve a level of satisfactory performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(d) Unless discontinued or reduced due to Contracting Officer determination, provisional award fee payments will be made on a monthly pro-rata basis prior to the first award fee determination by the Government. Thereafter, provisional award fee payments will be made on a monthly pro-rata basis prior to each subsequent annual evaluation period.

(End of clause)

NNS-H-1031 LAWS, REGULATIONS, DOE DIRECTIVES, AND NNSA POLICY (JAN 2012)

The Contractor shall conduct contract operations and services in accordance with all applicable Federal, State, and local laws and regulations, DOE Orders and Directives, and DOE/NNSA Policy requirements. Part III, Section J, Attachment J-4 provides a non-exhaustive listing of applicable laws and regulations for information purposes, and any omission of an applicable law or regulation from this listing does not affect the obligation of the Contractor to comply with all applicable laws and regulations. In performing work under this contract, the Contractor shall comply with the requirements of those DOE Orders/Directives or DOE/NNSA Policy requirements, or parts thereof, identified in Part III, Section J, Attachment J-4 appended to this contract. The Contracting Officer may, from time to time and at any time, revise Attachment J-4 by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising Attachment J-4 (the list), the Contracting Officer shall notify the Contractor in writing of the Government's intent to revise the list and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the list and so advise the Contractor not later than 30 days prior to the effective date of the revision of the list. The Contractor and Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of the list pursuant to the FAR clause 52.243-2, Changes--Cost Reimbursement (Aug 1987) Alternate II (Apr 1984), of this contract.

(End of clause)

NNS-H-1034 TRANSITION TO FOLLOW-ON CONTRACT (DEC 2011)

The Contractor recognizes that the work and services covered by this contract are vital to the DOE/NNSA mission and must be maintained without interruption, both at the commencement and the expiration of this contract. It is therefore understood and further agreed in recognition of the above:

That at the expiration of the contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing the successor contractor to interview its employees for possible employment with the successor Contractor, and shall release such employees at the time established by the successor contractor or by DOE/NNSA. The Contractor shall cooperate with the successor Contractor and the Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits.

(End of clause)

NNS-H-1035 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT RESPONSIBILITIES FOR CONTRACT TRANSITION PERIOD (JAN 2012)

All real and personal property currently accountable to the incumbent contractor for contract performance will be provided to the Contractor. During the contract transition period, an inventory record of such property in the DOE Facilities Information Management System (FIMS) and incumbent contractor's personal property databases will be provided to the Contractor. Specifically, the following property acceptance requirements will be implemented:

(A) The Contractor must perform a joint wall-to-wall physical inventory with the incumbent contractor(s) of all accountable high-risk and sensitive property during the transition period and accept full accountability for the high-risk and sensitive property at the end of transition.

(B) The Contractor must accept, at the end of transition, transfer of accountability for the remaining government-owned real and personal property not covered under paragraph (1), based on existing inventory records, on an "as-is, where-is" basis, or perform a wall-to-wall inventory within the transition period of the contract. Any discrepancies from the existing inventory records shall be reported to the Contracting Officer. As the formal inventories are completed, the Contractor shall assume responsibility for subsequent losses and damages. If the physical inventory is not accomplished within the allotted time frame, the incumbent contractor's records will become the inventory baseline for the Contractor.

(End of clause)

NNS-H-1036 OTHER GOVERNMENT CONTRACTORS PERFORMING WORK AT THE NUCLEAR PRODUCTION SITES (JAN 2012)

THIS CLAUSE APPLIES ONLY TO THE NATIONAL NUCLEAR SECURITY ADMINISTRATION (NNSA) CONTRACT.

In addition to this contract, the Government may undertake or award other Contracts for additional work or services at the Nuclear Production Sites. The Contractor agrees to fully cooperate with the M&O Contractor, other Contractors, and Government employees, and carefully coordinate its own work with other work being performed at the site as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Government employees at the site. The Government may designate the M&O Contractor to be the Technical Monitor for any right, duty or interest in this contract. If the M&O Contractor is designated, a copy of the designation letter will be provided to the Contractor by the Government. The Contractor further agrees to fully cooperate with the M&O Contractor for all matters under the terms of the designation.

(End of clause)

NNS-H-1037 PROTECTION OF GOVERNMENT PROPERTY - MANAGEMENT OF HIGH RISK PROPERTY AND CLASSIFIED MATERIALS (JAN 2012)

The Contractor shall take all reasonable precautions, and such other actions as may be directed by the Contracting Officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the Contractor's possession or custody. In addition, the Contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Management Regulation (41 CFR Chapter 102), the Department of Energy Property Management Regulations (41 CFR Chapter 109), and other applicable regulations.

(End of clause)

NNS-H-1040 SECURITY QUALIFICATIONS (JAN 2012)

(a) The Contractor may be required to perform work in designated security areas or work with documents or information which may require an access authorization (clearance). Additionally, the scope of their work may require enrollment into the Human Reliability Program (HRP). The Contractor shall ensure that all personnel assigned under this contract and working with classified information, matter, and/or materials possess a DOE "Q" or "L" access authorization (clearance) matching the classification level and category of the data and information the employee will be required to work on in the performance of their assigned tasks.

1) Individuals requiring access to Top Secret or Secret Restricted data and Category I SNM as designated in DOE O 472.2, require a "Q" access authorization with a current Single Scope Background Investigation (SSBI).

A. Existing Top Secret security clearances/eligibility determinations will be accepted as the basis for reciprocal Q access authorizations provided:

- i. The clearance was not granted on a temporary basis
- ii. The required investigation is within the last 7 years
- iii. The clearance was not granted through a waiver, deviation or otherwise

granted through an exception

iv. Does not meet any other disqualifying condition under the CHECKLIST OF PERMITTED EXCEPTIONS TO RECIPROCALITY

B. Individuals who previously possessed an approved investigation and "Q" access or TS clearance can apply for reinstatement as outlined in DOE Order 472.2

2) Individuals requiring access to Restricted Data classified at the Confidential level and/or SNM as designated in DOE O 472.2, will require a current "L" access authorization with a current Access National Agency Check with Written Inquiries investigation (ANACI) or current National Agency Check with Local Agency Check with Credit (NACLCL).

A. Existing Secret security clearances/eligibility determinations will be accepted as the basis for reciprocal L access authorizations provided;

- i. The clearance was not granted on a temporary basis
- ii. The required investigation is within the last 10 years
- iii. The clearance was not granted through a waiver, deviation or otherwise

granted through an exception

iv. Does not meet any other disqualifying condition under the CHECKLIST OF PERMITTED EXCEPTIONS TO RECIPROCITY

B. Individuals who previously possessed an approved investigation and "L" access or S clearance can apply for reinstatement as outlined in DOE Order 472.2

(b) Individuals that have a "Q" or "L" access authorization will be issued the DOE standard HSPD12 badge. Uncleared individuals who require 6-month continuous access to Federal facilities will be issued the DOE Standard HSPD12 "un-cleared" badge or site specific badge as defined by local policy. Uncleared individuals will require as a minimum, a Nation Agency Check with Inquiries (NACI) or confirmation of a previous investigation that is equal to or higher than a NACI. The Contractor shall not employ anyone who is not a citizen of the United States. (Clearance-Access authorizations are granted by the DOE/NNSA pursuant to 10 CFR Part 710.) Security badges must be worn properly at all times while working at any of the DOE and NNSA facilities

(c) Clearances will be provided and paid for by DOE/NNSA. The request for clearance and renewal of clearances must be justified based on actual job performance requirements. The CO, in coordination with the appropriate Federal security representative, may waive the clearance requirement for personnel not involved with classified information while the appropriate access authorizations or badges are being processed, or for personnel associated with the program for short periods of time, such as consultants. In these cases, security requirements regarding these circumstances will be followed. The Contractor, on a case-by-case basis, will provide its own cleared escorts as needed.

(d) The Contractor shall be required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability for all individuals who do not possess a DOE "Q" access authorization. For these individuals, the Contractor shall demonstrate that an investigative screening has been completed prior to employment. The certification shall include, as a minimum, verification of personal identity, previous employment and education, and the results of a credit and law enforcement check. There is no pre-screening required for incumbent employees who do not have a "Q" clearance

(e) Requests for access authorization shall not be submitted until the contract has been awarded. A favorable Foreign Ownership, Control, or Influence (FOCI) determination must be rendered by DOE before an access authorization will be granted, reinstated, continued, extended, or transferred.

(f) The Contractor shall turn in badges for employees:

- (1) Who are no longer working on the contract;
- (2) Who no longer require access;
- (3) When their badge expires; or
- (4) When the contract expires or is terminated. Badges shall be returned to the individual handling security terminations.

(End of clause)

NNS-H-1041 SMALL BUSINESS PARTICIPATION PLAN (MAR 2012)

The Contractor's performance related to its approved Small Business Participation Plan as incorporated under Part III, Section J, Attachment J-17 or J-18, shall be evaluated on an annual basis in accordance with the respective performance objective identified in the contract's Award Fee Plan in Part III, Section J, Attachment J-15 or J-16, Award Fee Plan. The Contractor shall also provide the Government with both a semi-annual and annual report, in accordance with Part III, Section J, Attachment J-3, Reporting Requirements Checklist, to assist the Government in its evaluation. These reports shall identify how the Contractor performed against its approved Small Business Participation Plan.

NNS-H-1042 PYRAMIDING OF FEE (MAR 2012)

Pyramiding of fee/profit is expressly unallowable. Specifically, the prime Contractor's award fee allocation base shall exclude all subcontractor fee/profit. If the Contractor is part of a Contractor team arrangement, all team members shall share in the available Award Fee. FAR Subpart 9.601 defines "Contractor team arrangement" as an arrangement in which:

(i) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or

(ii) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

NNS-H-1043 PROCUREMENT OF SPECIALIZED EQUIPMENT (APR 2012)

The Contractor shall obtain the Contracting Officer's approval prior to the purchase of any specialized equipment, exceeding \$100,000. Specialized equipment includes, but not limited to, tactical and special use vehicles and equipment.

NNS-H-1044 TRANSITION PLAN (JUN 2012)

The Contractor shall submit a detailed transition plan on the effective date of the contract which describes an orderly transition to a full performance level within the initial 60-day period. The Contractor shall ensure all transition activities are identified and completed in a timely manner during the transition. After completion of all required transition activities, the Contractor shall formally notify the Contracting Officer that it is ready to assume full responsibility of this contract. Upon receipt of written notification from the Contracting Officer that the transition activities are considered complete, the Contractor shall assume full responsibility for all protective force operations at each site.

The Contractor's detailed transition plan shall include/address the following:

- (1) Identification of a transition team (inclusive of consultants and teaming members, if any);
- (2) Continuity of Operations;
- (3) Integration of work processes and programs from incumbent contractor(s);
- (4) Safe and orderly transfer of resources, responsibilities, and accountability from the incumbent contractor(s);
- (5) Risks associated with performing the transition and the proposed approach to avoid or minimize those risks;
- (6) Communication process with the incumbent contractor, DOE/NNSA and other stakeholders;
- (7) Issues resolution process to include identification and prioritization of issues after transition;
- (8) Implementation of proposed management systems (e.g., Project Management, Integrated Safety Management, Accounting, Procurement, Property, Budget and Planning);
- (9) Assumption of all ES&H responsibilities, functions, and activities;
- (10) Resource loaded schedule and budget with key milestones and deliverables.

The Contractor shall establish a transition/merger management team capable of providing overall management and logistical support for all transition activities at each of the sites. During the transition period the management team will establish relationships with the respective collective bargaining units and other applicable established site entities. The management team will regularly report status to the DOE/NNSA at periodic meetings and through regular written reports.

During the transition period, the Contractor shall execute any agreements it deems necessary between it and other site contractors/subcontractors for provision of services. Any agreement that requires DOE/NNSA consent will be subject to a 30-day review and approval process and shall be submitted for approval within 30 days from the effective date of the contract.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.203-3 GRATUITIES (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
- 52.204-7 CENTRAL CONTRACTOR REGISTRATION (FEB 2012)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
- 52.210-1 MARKET RESEARCH (APR 2011)
- 52.215-2 AUDIT AND RECORDS -- NEGOTIATION (OCT 2010)
- 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS (AUG 2011)
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
- 52.216-11 COST CONTRACT -- NO FEE (APR 1984)
Applies to Cost CLIN(s) only.
- 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
Period of time. '60 days of'
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) - ALTERNATE II (OCT 2001)
- 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
- 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING (DEC 2010)
- 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
Para (a), Dollar amount is '\$0'
- 52.222-3 CONVICT LABOR (JUN 2003)
- 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (MAR 2012)

- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)
- 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
- 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2012)
Enter Environmental POC - full name, phone number, and email address. 'TBD'
- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007) (DEC 2007)
- 52.223-16 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007) - ALTERNATE I (DEC 2007)
- 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- 52.224-2 PRIVACY ACT (APR 1984)
- 52.225-1 BUY AMERICAN ACT--SUPPLIES (FEB 2009)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.227-3 PATENT INDEMNITY (APR 1984)
- 52.227-14 RIGHTS IN DATA -- GENERAL (DEC 2007)
- 52.227-14 RIGHTS IN DATA -- GENERAL (DEC 2007) - ALTERNATE II (DEC 2007)
- 52.227-14 RIGHTS IN DATA -- GENERAL (DEC 2007) - ALTERNATE III (DEC 2007)
- 52.227-14 RIGHTS IN DATA -- GENERAL (DEC 2007) - ALTERNATE V (DEC 2007)
- 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)
Pages of technical proposal 'TBD'
Date of Proposal 'TBD'
- 52.228-7 INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.228-8 LIABILITY AND INSURANCE -- LEASED MOTOR VEHICLES (MAY 1999)
- 52.230-2 COST ACCOUNTING STANDARDS (MAY 2012)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
- 52.232-17 INTEREST (OCT 2010)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (OCT 2008) - ALTERNATE I (FEB 2002)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-1 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 BANKRUPTCY (JUL 1995)

52.243-2	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)
52.244-2	SUBCONTRACTS (OCT 2010) Para (d), approval required on subcontracts to: 'TBD' Para (j), Insert subcontracts evaluated during negotiations. 'TBD'
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010) - ALTERNATE I (JUN 2010)
52.245-1	GOVERNMENT PROPERTY (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-25	LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
52.248-1	VALUE ENGINEERING (OCT 2010) Para (m). Contract number. 'Contract No.'
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)
52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

B. OTHER CONTRACT CLAUSES

952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997)
952.204-75	PUBLIC AFFAIRS (DEC 2000)
952.204-77	COMPUTER SECURITY (AUG 2006)
952.208-7	TAGGING OF LEASED VEHICLES (APR 1984)
952.208-70	PRINTING (APR 1984)
952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) - ALTERNATE I (AUG 2009) Para (b)(1)(i), period of restriction '2'
952.215-70	KEY PERSONNEL (DEC 2000)
952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
952.223-76	CONDITIONAL PAYMENT OF FEE OR PROFIT -- SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION AND PROTECTION OF WORKER SAFETY AND HEALTH (AUG 2009)
952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
952.231-71	INSURANCE -- LITIGATION AND CLAIMS (AUG 2009)
952.237-70	COLLECTIVE BARGAINING AGREEMENTS PROTECTIVE SERVICES (AUG 1993)
952.247-70	FOREIGN TRAVEL (AUG 2009)
952.250-70	NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)
952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)
970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.202-1 DEFINITIONS (DEVIATION) (JAN 2012)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acquisition.gov/far> the end of the FAR, after the FAR Appendix.

(c) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

(End of clause)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT (DOE DEVIATION) (JUN 2011)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 as supplemented by subpart 931.2 of the DEAR in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract,

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool).
Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (or longer, if approved in writing by the Contracting Officer), the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(5) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the

Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A
WAGE DETERMINATION

Employee Class	Monetary Wage - Fringe Benefits
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See Part III, Section J, Attachment J-13.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

(a) Definitions. As used in this clause—

"Toxic chemical" means a chemical or chemical category in listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
- (2) The emergency notice requirements of Section 304 of EPCRA
- (3) The list of Material Safety Data Sheets required by Section 311 of EPCRA
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA
- (6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

(End of Clause)

52.223-10 WASTE REDUCTION PROGRAM (DEVIATION PER DOE AL 2008-05) (JAN 2012)

(a) Definitions. As used in this clause-

"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract.

(c) The contractor's program shall comply with applicable Federal, state and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C 6962, et. seq.) and implementing regulations (40 C.F.R Part 24) (As modified by the DOE Acquisition Letter 2008-05)

(End of Clause)

52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

- (1) By the Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to-- the Contracting Officer.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/> or <http://www.arnet.gov/far/>

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows: TBD

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

B. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT

952.204-2 SECURITY (MAR 2011)

(a) Responsibility. It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this

contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) Regulations. The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

(c) Definition of Classified Information. The term Classified Information means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which is identified as National Security Information.

(d) Definition of Restricted Data. The term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information--

(1) relates primarily to the military utilization of atomic weapons; and

(2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) Definition of National Security Information. The term "National Security Information" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) Definition of Special Nuclear Material. The term "special nuclear material" means--

(1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or

(2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Access authorizations of personnel.

(1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must-- verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those--

(A) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and

(B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed testing designated positions in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Contractor must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization--

A. The date(s) each Review was conducted;

B. Each entity that provided information concerning the individual;

C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;

D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and

E. The results of the test for illegal drugs.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

(j) Foreign Ownership, Control, or Influence.

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, Certificate Pertaining to Foreign Interests, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer. Contractors are encouraged to submit this information through the use of the online tool at <https://foci.anl.gov>. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) Employment announcements. When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) Flow down to subcontracts. The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328,

Certificate Pertaining to Foreign Interests, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, Subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(End of clause)

952.242-70 TECHNICAL DIRECTION (DEC 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

(2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that --

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must:

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

(End of clause)

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	12	29 JUN 2012	PERFORMANCE WORK STATEMENT
ATTACHMENT 2	1	29 JUN 2012	MISSION ESSENTIAL TASK LIST
ATTACHMENT 3	4	29 JUN 2012	REPORTING REQUIREMENTS CHECKLIST
ATTACHMENT 4	6	29 JUN 2012	DOE/NNSA DIRECTIVE LISTING
ATTACHMENT 5	20	28 JUN 2012	DEPARTMENT OF LABOR WAGE DETERMINATION(S)
ATTACHMENT 6	91		COLLECTIVE BARGAINING AGREEMENT - IGUA, DOE-OR, FBC
ATTACHMENT 7	92		COLLECTIVE BARGAINING AGREEMENT - IGUA, DOE-OR, ORNL
ATTACHMENT 8	96		COLLECTIVE BARGAINING AGREEMENT - SPFPA, DOE-OR, ETPP
ATTACHMENT 9	84		COLLECTIVE BARGAINING AGREEMENT - IGUA, DOE-OR & NNSA Y-12 NATIONAL SECURITY COMPLEX
ATTACHMENT 10	98		COLLECTIVE BARGAINING AGREEMENT - IGUA, NNSA Y-12 NATIONAL SECURITY COMPLEX
ATTACHMENT 11	82		COLLECTIVE BARGAINING AGREEMENT - PGU, NNSA PANTEX PLANT
ATTACHMENT 12	4	29 JUN 2012	GOVERNMENT FURNISHED PROPERTY LISTING
ATTACHMENT 13	1	29 JUN 2012	STATEMENT OF EQUIVALENT RATES FOR FEDERAL EMPLOYEES
ATTACHMENT 14	3	29 JUN 2012	CONTRACT SECURITY CLASSIFICATION SPECIFICATION (CSCS)
ATTACHMENT 15	11	29 JUN 2012	AWARD FEE PLAN - PANTEX/Y-12
ATTACHMENT 16	12	29 JUN 2012	AWARD FEE PLAN - DOE-OR
ATTACHMENT 17	1	29 JUN 2012	SMALL BUSINESS PARTICIPATION PLAN - PANTEX/Y-12
ATTACHMENT 18	1	29 JUN 2012	SMALL BUSINESS PARTICIPATION PLAN - DOE-OR
ATTACHMENT 19	1	29 JUN 2012	SMALL BUSINESS SUBCONTRACTING PLAN - PANTEX/Y-12
ATTACHMENT 20	1	29 JUN 2012	SMALL BUSINESS SUBCONTRACTING PLAN - DOE-OR

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)
- 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN -- REPRESENTATION AND CERTIFICATION (NOV 2011)
- 52.250-2 SAFETY ACT COVERAGE NOT APPLICABLE (FEB 2009)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN:-----

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying

agent in the United States;

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other-----

(f) Common parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 561612.
- (2) The small business size standard is \$18.5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

- (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph

(d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I).

This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran -- Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification

52.227-6 Royalty Information

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -- REPRESENTATION (MAY 2011)

(a) Definition. "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the

inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to

further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principal', for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in

connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options;
and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data--General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]--

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software; or

Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or

Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES NO

(End of provision)

52.230-7 PROPOSAL DISCLOSURE - COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

B. DOE AND NNSA SOLICITATION PROVISIONS IN FULL TEXT

952.209-8 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE -- ADVISORY AND ASSISTANCE SERVICES (JUN 1997)

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the

assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

(End of provision)

NNS-K-1001 COGNIZANT AGENCY FOR INDIRECT RATE NEGOTIATION (NOV 2009)

(a) Is the preponderance of work performed by your company for the U.S. Government under contract to NNSA/DOE?

YES ____, answer paragraph b. below

NO ____, answer paragraph c. below

(b) Provide the following information:

(1) Name and address of NNSA/DOE office where preponderance of your work is under contract.

Name	Address
___	___

(2) The name and telephone number of the person at the NNSA/DOE office responsible for administering your contract.

Name	Telephone No.
___	___

(c) Provide the following information:

(1) The name and address of the federal agency for which your company performs the preponderance of U.S. government work.

Name	Address
___	___

(2) The name and telephone number of the person at the federal agency responsible for administering your contract.

Name	Telephone No.
___	___

(End of provision)

NNS-K-1002 CERTIFICATION REGARDING A FELONY CONVICTION UNDER ANY FEDERAL LAW OR AN UNPAID FEDERAL TAX LIABILITY (APR 2012)

(a) In accordance with sections 504 and 505, Division B, Title V of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74) (the Act), none of the funds made available by the Act may be used to enter into a contract with any corporation that -

(1) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government;

(2) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror certifies that -

(1) It is [] is not [] a corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months;

(2) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

NNS-K-1003 SIGNATURE/CERTIFICATION (DEC 2011)

By signing below, the Offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The Offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the Offeror, as contained herein, concern matters, within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature of the Officer/Employee

Date of Execution Responsible for the Offer

Typed Name and Title of the Officer/Employee Responsible for the Offer

Name and Address of Organization

Solicitation Number

(End of Provision)

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.215-1 INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (JAN 2004)
52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)
52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF
SUBCONTRACT EFFORT (OCT 2009)
52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB
1999)
52.237-1 SITE VISIT (APR 1984)
52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

B. OTHER SOLICITATION PROVISIONS

952.204-73 FACILITY CLEARANCE (MAR 2011)
952.219-70 DOE MENTOR-PROTEGE PROGRAM (MAY 2000)
952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)
952.233-5 AGENCY PROTEST REVIEW (SEP 1996)
970.5223-3 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE
SITES (DEC 2010)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Award Fee (CPAF) contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Catherine L. Waters, Department of Energy, National Nuclear Security Administration, Albuquerque Complex - Contracts and Procurement Division (CPD), P.O. Box 5400, Albuquerque, NM 87185-5400, Phone: (505) 845-6478..

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/> or <http://www.arnet.gov/far/>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

B. DOE AND NNSA SOLICITATION PROVISIONS IN FULL TEXT

952.233-2 SERVICE OF PROTEST (MAR 2002)

As prescribed in 933.106(a), add the following to the end of the Provision at 48 CFR 52.233-2:

(c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

(End of provision)

DOE-L-1001 QUESTIONS CONCERNING THIS SOLICITATION (NOV 2009) (TAILORED)

(a) Questions concerning the draft solicitation must be submitted via email at Pantex.Y-12.DOE.ProForce.SEB@nnsa.doe.gov. The deadline for submission of questions is 4:00 pm MT on May 23, 2012. Questions received after the deadline may be addressed by the Government. Answers to these questions will be made available to the public as soon as practicable on the acquisition webpage provided in provision NNS-L-1001.

(b) Questions concerning the final solicitation must be submitted via FedConnect and by email at Pantex.Y-12.DOE.ProForce.SEB@nnsa.doe.gov no later than 3:00 ET, 10 calendar days before the established due date to allow a reply to reach all prospective Offerors before the submission of their proposals. Any questions received within 10 calendar days of the proposal due date may not be answered prior to the date that proposals are due. Each question should clearly specify the solicitation area to which it refers. When possible, questions should be phrased to permit "Yes" or "No" responses. Answers will be made available to the public as soon as practicable on FedConnect and the acquisition webpage provided in provision NNS-L-1001. The identity of prospective Offerors asking questions will be withheld.

(c) The Government shall not respond to Offerors questions submitted by telephone, e-mail or in person at any time except questions received at the Pre-solicitation Conference. Offerors pre-solicitation questions shall be accepted, in writing, at the conference and answered via the NNSA acquisition webpage. Offerors are encouraged to periodically check FedConnect and the acquisition webpage to ascertain the status of any answers to questions. Hard copies of questions and answers will not be published or distributed to Offerors.

(End of provision)

DOE-L-1004 NUMBER OF AWARDS (NOV 2009) (TAILORED)

It is anticipated there will be two awards to one Offeror resulting from this solicitation: one contract for the NNSA Production Office (NPO) scope of work for Pantex/Y-12 and a second contract for the DOE-OR scope of work. The Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest.

The CLINs associated for each contract are as follows:

NNSA Production Office (Pantex/Y-12) contract: 0001, 0003, and 0011.

DOE-OR contract: 0002, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0012, 0013, 0014, 0015, 0016, 0017, and 0018.

(End of provision)

DOE-L-1005 FALSE STATEMENTS (NOV 2009)

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

(End of provision)

DOE-L-1006 EXPENSES RELATED TO OFFEROR SUBMISSIONS (NOV 2009) (TAILORED)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal, or in performing necessary studies or designs for the preparation thereof, or for acquiring or contracting for any services relating thereto.

(End of provision)

DOE-L-1013 ALTERNATE PROPOSAL INFORMATION - NONE (NOV 2009)

Alternate proposals are not solicited, are not desired, and will not be evaluated.

(End of provision)

DOE-L-1016 CONTACTS REGARDING FUTURE EMPLOYMENT (NOV 2009) (TAILORED)

Offerors may contact incumbent contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees and not on DOE/NNSA property. Offerors are reminded that contact with federal, contractor, or subcontractor employees is not permitted for the purpose of seeking procurement-sensitive information relating to this solicitation.

(End of provision)

DOE-L-1021 PROTESTS TO THE DEPARTMENT OF ENERGY (NOV 2009) (TAILORED)

Potential Offerors may submit a protest in accordance with FAR Part 33.1 and DEAR 933.1. Protests to the Department of Energy must be submitted directly to the Contracting Officer and shall be decided by the NNSA Head of the Contracting Activity (HCA), except for cases which shall be decided by the NNSA Procurement Executive. The NNSA Procurement Executive or the HCA (whichever is the deciding authority) will issue a decision on the protest within 35 calendar days, unless a longer period of time is determined to be needed.

(End of provision)

NNS-L-1001 INSTRUCTIONS FOR PROPOSAL PREPARATION - GENERAL (NOV 2009) (TAILORED)

(a) Definitions

"Electronic signature" or "signature" means a method of signing an electronic message that-

- (1) Identifies and authenticates a particular person as the source of the electronic message; and
- (2) Indicates such person's approval of the information contained in the electronic message.

"Offeror" (as used in Sections L and M) means a single legal entity submitting the offer which may be a "contractor team arrangement" as the term is defined in FAR 9.601. The Offeror may be pre-existing or newly formed for the purposes of competing for this contract.

"Oral Presentation" means the information presented orally in response to a Government scenario(s).

"Proposal" means the proposal submitted in hardcopy.

"Team Member," includes any members of a joint venture or partnership, Limited Liability Company or Partnership (LLC/LLP), and any subcontractors.

"Time," if stated as a number of days, is calculated using calendar days unless otherwise specified and will include Saturdays, Sundays and legal holidays. If the last day falls on a Saturday, Sunday or legal holiday then the period shall include the next working day.

(b) Overall Arrangement of Proposal. Proposals, including any from subcontractors, affiliates and all teaming or other contractor arrangements, must conform to the solicitation provisions regarding preparation of offers. The Government will consider how well the Offeror complies with all solicitation instructions. To aid in the evaluation, proposals must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number. Proposal files are to be formatted in the following application formats: Adobe Acrobat 6.0 (PDF) or higher, MS Word 2007 or lower, Microsoft (MS) Excel 2007 or lower, or PowerPoint 2007 or lower.

The overall proposal shall consist of three physically separated volumes, individually titled as stated below. Each volume shall contain a Table of Contents and a Glossary of Abbreviations and Acronyms, including a definition for each. The required number of volumes of each proposal is shown below. Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. All contractual cost and pricing information shall be addressed ONLY in the Cost Proposal Volume III, unless otherwise specified. This solicitation requires Offerors to submit proposals in hardcopy and CD-ROM as follows:

Proposal Volume/Title	Copies Required
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Volume I: Offer & Other Documents	1 original hardcopy, 3 copies and 3 CD-ROM
Volume II: Technical Proposal	1 original hardcopy, 6 copies and 6 CD-ROM
Volume III: Cost Proposal	1 original hardcopy, 7 copies and 7 CD-ROM

The cover and outside of each electronic medium must clearly identify the volume to which it relates. Note: more specific requirements for cost proposal information is specified under Part IV, provision NNS-L-1004, PROPOSAL PREPARATION INSTRUCTIONS: VOLUME III-COST PROPOSAL (DEC 2011). The original proposal submitted in hardcopy constitutes the official offer; in the event of a conflict, the original hardcopy submittal of the proposal takes precedence.

(c) Page Limitation. Provision NNS-L-1003 identifies page limitation requirements for Volume II - Technical Proposal.

(d) Page Count Exceptions. Only Volume II, Technical Proposal, has specifically identified page limitations for individual evaluation criteria which must be strictly adhered to; however, the following are excluded from the Volume II page limitations:

Table of Contents
Cross Reference Matrix
Title Pages
Glossary
Staffing Plans
Organizational Charts
Corporate Experience Matrix
Security, Environment, Safety, Health, and Quality Assurance Performance Form
Binding subcontracts and other written commitments associated with the Small Business Participation Plan

(e) Binding and Labeling. Each volume shall be separately bound in standard (that accommodates an 8.5 x 11-inch page size) three-ringed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the solicitation number, the title of the solicitation, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position.

(f) Page Description.

(1) Page size shall be 8.5 x 11 inches for text pages and a maximum of 11 x 17 inches for spreadsheet, charts, tables, diagrams or design drawings. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered sequentially by volume and by section within the volumes. The solicitation number, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in paragraph (2) below can be used for this information; however, other text reductions are unacceptable.

(2) With the exception of headers and footers, spreadsheets, charts, tables, diagrams or design drawings and graphs throughout the proposal, the text shall be 12 point (or larger), single-spaced, using a Times New Roman font type. Single or double spacing is acceptable for those pages identified under the "Page Count Exceptions." Two columns of text per page and use of boldface type for paragraph headings are acceptable.

(3) Proposals will be read and evaluated only up to the page limitations, if any. Page counting will begin with the first page of each volume of the proposal. No material may be incorporated by reference as a means to circumvent the page limitation.

(g) Table of Contents. The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. A list of all tables and figures shall also be included.

(h) Cross-reference Matrix. The Offeror shall complete a cross-reference matrix and correlate the proposal by page and paragraph number to the Performance Work Statement (PWS), Part IV, Section L and Section M. The Cross-reference Matrix shall be inserted in the Offeror's proposal immediately following the Table of Contents for Volume II.

(i) Classified Information. The Offeror shall not provide classified information in response to this solicitation.

(j) Point of Contact. The Contracting Officer (CO) and the Contract Specialist (CS) are the sole points of contact during this solicitation.

(k) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the Government's requirements. If the Offeror believes any part of the solicitation contains an error or omission, it should contact the CO to obtain clarification. To preclude unnecessary work and assure submission of a complete proposal, the Offeror is cautioned to resolve all questionable areas with the CO.

(l) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by amendment.

(m) Information Provided. The Government will evaluate an Offeror on the basis of information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.

(n) Teaming Arrangements. Offerors shall provide full and complete information on proposed participating firms, including subcontractors, with particular emphasis placed on the ability of each member of the Offeror's team to perform its proposed function. In addition, full and complete information must be provided on the management of any teaming arrangements that may be involved in the performance of work. Each team member's role and responsibilities shall be discussed in this effort.

(o) Acquisition Webpage. A webpage containing documents applicable to this solicitation is located at the NNSA's website: <<http://www.doeal.gov/PYCPS/default.aspx>>.

(p) Independent Protest Review. Offerors are notified that in the event of a protest, the protestor may request an independent review of their protest to the agency at a level above the Contracting Officer. This independent review is available:

(1) as an alternative to consideration by the Contracting Officer of a protest or;

(2) as an appeal of the Contracting Officer's decision on a protest. Designation of the officials conducting this independent review shall be determined by the agency. Reference FAR 52.233-2, Service of Protest.

(q) Acceptance Period. The acceptance period entered on the Standard Form 33 by the Offeror shall not be less than 180 days, which shall apply unless a longer period is offered by the Offeror.

(r) Request for OUO Documentation. The Government has identified one policy, the Unclassified Graded Security Protection Policy, which is not available to the public and may assist Offerors in the preparation of their proposals. If an Offeror would like to request a copy of this official use only (OUO) document, please complete the request form, found on the acquisition website listed above under section (o), and submit it to the Contracting Officer for processing.

(End of provision)

NNS-L-1002 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I -- OFFER AND OTHER DOCUMENTS (NOV 2009) (TAILORED)

Volume I, Offer and Other Documents, shall contain a Proposal Cover Letter and TABs 1 through 5 as follows:

(a) The Proposal Cover Letter shall include, at a minimum, the following information:

(1) Solicitation Number

(2) Name, address, telephone and facsimile numbers and email address(es) of the Offeror, proposed subcontractors, all joint venture members, and all limited liability company members as applicable.

(3) DUNS, CAGE, and tax identification (TINs) of the Offeror and any teaming partners or subcontractors.

(4) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item as reflected on the Proposal Schedule (Part I, Section B, Supplies or Services and Prices/Costs) attached to the Standard Form (SF) 33.

(5) Names, titles, telephone and facsimile numbers and email address(es) of persons authorized to negotiate and to be contacted for inquiries during evaluation on the Offeror's behalf with the Government in connection with this solicitation.

(6) Name, title, and signature of the person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.

(7) Acknowledgment that the company's data at the Central Contractor Registration website is current per FAR Clause 52.204-7, Central Contractor Registration.

(b) TAB 1 shall contain the SF33-Solicitation, Offer and Award and Section B, Proposal Schedule.

(1) The Offeror shall complete Blocks 12 through 18 of the SF33 duly executed with an original signature by an official authorized to bind the company in accordance with instructions at FAR 4.102, Contractor's Signature. Enter the proposed price for this acquisition on Part I, Section B - "The Schedule - Supplies or Services and Prices/Costs," ensuring that all Contract Line Item Numbers (CLINs) have been filled-in as to price. By signing and submitting the SF33, the Offeror commits to accept the resulting contract as written and acknowledgment of any amendments.

(2) If the Offeror takes any exception or deviation to the terms or conditions contained in the solicitation, the Offeror shall provide a list of, and the basis for, any exceptions or deviations. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation may make the offer unacceptable for award without discussions.

(c) TAB 2 shall contain information regarding the Offeror's organizational type, if applicable, as follows:

(1) Corporate, Partnership, Joint-Venture Certificate, found at Section L, Attachment L-1.

(2) Joint-Venture Agreement or Operating Agreement signed by the parties that delineates the relationship and identifies the authorities to bind the firms.

(d) TAB 3 shall contain information pertaining to Representations, Certifications and Other Statements of Offerors, as follows:

(1) The Offeror shall submit completed Representations, Certifications, and Other Statements of Offerors (Volume I--Section K of the solicitation). A copy of the information submitted in the Online Representations and Certifications Application (ORCA) - see <<https://orca.bpn.gov>> shall be included. Each member of a teaming arrangement, including subcontractors, if proposed, must separately complete, sign, and submit the Section K, Representations, Certifications, and Other Statements of Offerors.

(2) The Offeror shall submit information pertaining to the Cognizant Agency for Indirect Rate Negotiation in accordance with Part IV, Section K, provision NNS-K-1001.

(3) The Offeror shall submit the signed statement in accordance with Part IV, Section K, provision NNS-K-1003 certifying that the Offeror's representations and certifications are accurate, current and complete.

(e) TAB 4 shall contain the following additional information:

(1) Names, titles, and a representation as to whether each key person falls within the definition of "Contractor's Managerial Personnel," for the positions identified in paragraph (a) in NNS-H-1007, "Key Personnel" of Section H, Special Contract Requirements.

(2) Evidence supporting that the Offeror is VETS 100 compliant in accordance with the Vietnam Era Veterans' Readjustment Act of 1972. See website www.vets.100.com <<http://www.vets.100.com>>.

(3) Contract Security Classification Specification (CSCS) Form (reference Section J, Attachment J-14). Offerors who have either a Department of Defense or Department of Energy Facility Clearance must provide a CAGE code or DOE Facility Clearance code for themselves and all proposed team members/subcontractors.

(4) Signed Standard Form 328, "Certificate Pertaining to Foreign Interests." See NNS-L-1009 for further information.

(5) Worker Safety and Health Programs (WSHP). See NNS-L-1010 for further information. Offerors may submit WSHP in a separate 3-ring binder.

(6) Additional Information. If the address shown on the SF33 (or SF26, or other solicitation form used) is different from the remittance address, the remittance address shall be provided along with any other information the Offeror needs to bring to the attention of the Government.

(f) TAB 5 shall contain two Subcontracting Plans (if applicable), one for the NNSA scope of work and one for the DOE-OR scope of work. The Offeror shall submit with its proposal Subcontracting Plans which contain all the elements required by Part II, Section I, FAR clause 52.219-9 Alternate II, "Small Business Subcontracting Plan." The Small Business Subcontracting Plans will be negotiated and approved by the Contracting Officer prior to contract award after coordination with the DOE/NNSA Small Business Program Manager and Small Business Administration Procurement Center Representative. Failure by a large business Offeror to submit its Subcontracting Plans with its offer shall make that offeror non-responsive and ineligible for award. Additionally, failure by a large business Offeror to successfully negotiate acceptable Small Business Subcontracting Plans with the Contracting Officer may make the Offeror's proposal non-responsive and ineligible for award. Small Business Subcontracting Plans are not required from small business concerns.

The Government anticipates a certain portion of this effort can be subcontracted to small businesses in order to meet the DOE goals. The percentages below are DOE's goals negotiated with the U.S. Small Business Administration for the current fiscal year and are based on total subcontracting dollars (first tier).

Small Business - 52%
Small Disadvantaged Business - 5%
Woman-Owned Small Business - 5%
HUB Zone Small Business - 3%
Service-Disabled Veteran-Owned Small Business - 3%

Although the Offeror is not required to use the DOE subcontracting goals in its Subcontracting Plans, the Offeror should take the DOE goals into account in preparing its Subcontracting Plans and should make an effort to meet or exceed these goals to the extent practicable. Reasons for significant deviations from these goals should be explained in its Subcontracting Plans (as an attachment).

(End of provision)

NNS-L-1009 INSTRUCTIONS FOR SUBMITTING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (MAY 2012)

(a) The Offeror shall submit FOCI information in accordance with the Section L Provision entitled, DEAR 952.204-73, Facility Clearance, using the Department of Energy (DOE) Electronic FOCI (eFOCI) submission system located at <https://foci.anl.gov>.

(b) New users to the eFOCI system will request initial access to the eFOCI system prior to submitting the FOCI information for this solicitation. Offerors should select NNSA Albuquerque Complex - Acquisition and Project Management (NA-APM) as the FOCI Office that will review the FOCI Submission. Offerors are to transmit FOCI information by the deadline for proposal submission. All FOCI documentation/forms requiring signatures, dates, and company seal (if applicable), must be printed, completed, and uploaded under the Miscellaneous Tab within the eFOCI system. NOTE: Hard copies of the electronic FOCI submission package are no longer required, as indicated in the eFOCI system. Specific problems maneuvering through the fields within the eFOCI system can be clarified by contacting the eFOCI help desk at (630) 252-6566 or fociserver@anl.gov.

(c) A completed and signed SF 328, Certificate Pertaining to Foreign Interests, executed in accordance with the instructions on the certification section of the SF328, shall be provided to the Contracting Officer with proposal submission. The SF 328 is required for first time submissions, any time there are changes to the SF 328, and at the request of the Cognizant Security Authority (CSA).

(d) If the offeror has an active facility clearance with another government agency, provide your CAGE code that can verify an active facility clearance/positive FOCI determination in lieu of the SF 328.

(e) A DOD Facility Clearance at the level of "Top Secret/TS is equivalent to a "Q" clearance in DOE; a DOD Facility Clearance at the level of "Secret/S" is equivalent to an "L" clearance in DOE. If the DOD Facility Clearance is at the "L" level and the solicitation requires a "Q"; Offeror shall submit a FOCI package through the DOE eFOCI system.

(f) If the company has an active DOE Facility Clearance and is compliant with FOCI regulations, a resubmission is not required. Provide your DOE Facility Code to the Contracting Officer. Guidance and instructions are available on the eFOCI website.

(End of provision)

NNS-L-1010 WORKER SAFETY AND HEALTH PROGRAM INSTRUCTIONS - ACTIVITY I - HAZARDOUS WORK (NOV 2009) (TAILORED)

(a) The resulting contracts require performance on DOE/NNSA sites. When working at a DOE/NNSA site, as defined in clause NNS-H-1019 the Offeror, or its subcontractor(s) at any tier, shall comply with the requirements of 10 CFR 851, Worker Safety and Health Program (WSHP). The Offeror shall develop a

written Worker and Safety Health Program for each contract that provides the methods of implementing the requirements of Subpart C of 10 CFR 851. The Worker and Safety Health Programs that are being proposed must be submitted with the proposal. For more information see <http://www.hss.energy.gov/HealthSafety/WSHP/rule851/851final.html>.

(b) The DOE/NNSA is committed to providing safe and healthful working conditions for federal and contractor employees. Title 10 CFR Part 851 codifies the DOE/NNSA safety and health requirements for contractor employees. In no manner does this guidance replace or limit requirements of the rule, or other contractual requirements ensuring compliance with Federal, State and Local regulations.

(c) This provision identifies Contractor safety and health program submittal documents and processes that the DOE/NNSA considers appropriate for an evaluation of an Offeror's plan for performing Activity I, high hazard work (construction or complicated hazardous processes) under a contract awarded by DOE/NNSA.

(d) The Offeror must submit a proposed Worker Safety and Health Program for each contract to protect workers from the hazards of activities defined in or required to complete the performance work statement in accordance with the contractual safety and health clauses, applicable federal regulations, and site-specific requirements.

(e) The WSHP must include:

(1) Signature page for use by Contractor Management (Corporate Officer);

(2) Executive Summary (e.g., brief summary of work activities, locations, number of personnel, how the WSHP will be implemented, general relationship to other corporate programs such as QA and maintenance);

(3) Brief description of the performance work statement to be addressed by the WSHP;

(4) Contracts for which the WSHP applies;

(5) Identification of all subtier contractors;

(6) Processes to ensure subcontractors execute work under an approved WSHP;

(7) Most recent past three years of company OSHA Form 300-A, "Summary of Work-Related Injuries and illnesses."

(f) The WSHP will include primary documents with any attachments that address the following:

(1) 10 CFR 851 Implementation matrix identifying rule, regulatory, and DOE directives requirements and the Contractor program, documents or procedures ensuring compliance. This is typically called the 'Gap Analysis' as it assists the Contractor in identifying how requirements are met or how it plans to address unresolved minor gaps in completeness.

(2) Safety and health standards required in 10 CFR 851.23(b) for the performance work statement.

(3) Internal corporate ESH programs or plans implementing the WSHP processes and requirements.

(4) Contractor processes and oversight practices ensuring subcontractors comply with 10 CFR 851. Note that all subcontractors working under this contract are required to submit the same documents as the prime Contractor, or official documentation stating that they will follow, in its entirety, the prime Contractor's WSHP. The prime Contractor, once confirming compliance with 10 CFR 851, will forward the

subcontractor's WSHP or other documentation to the Contracting Officer Representative (COR). The subcontractor cannot perform work until its WSHP is approved by DOE/NNSA.

(5) Description of Company Health and Safety organization, assigned safety goals, clear roles, responsibilities and accountabilities. An equivalent of the following two statements must also be included:

"Company ___ retains sole and complete responsibility to continue compliance with other regulations placed upon the Contractor through the contract and state, federal and local regulations. This includes reporting requirements under OSHA and environmental protection."

and

"Company ___ designates person ___ as the safety officer responsible for the employees at the work location. Contact information is..."

(6) Activity Hazards Analysis or a similar tool identifying safety controls that provide for safe work practices and employee training for the scope of work.

(g) PWS or safety requirements at work locations should also include as appropriate:

- (1) Attendance at site specific New Employee Orientation as required by the COR.
- (2) Emergency procedures coordinated with those implemented for the location of work.
- (3) Injury and Accident Reporting Procedures Occurring at the DOE/NNSA Site.

(4) The Contractor shall report to the COR within 48 hours all site incidents (e.g., injuries, illnesses, fires, spills, property or equipment loss, and near misses) and report immediately events requiring an immediate response. Example text: "The onsite Contractor employee will report accidents, injuries and illness, and incidents using the site reporting methods. Additionally, the Company _____ safety officer will provide copies of OSHA required reporting data as well as Contractor Accident Injury Reporting System (CAIRS) data as required by DOE Order 231.1 to the Contracting Officer and to the DOE/NNSA Safety and Health Office."

(End of provision)

DOE-L-1015 NOTICE OF INTENT - USE OF NON-FEDERAL ADVISORS (JUN 2012)

(a) The Government intends to utilize non-federal advisors to assist with the development of the Government's requirement. These advisors shall not participate in the evaluation of contractor proposals. The advisors are currently employed by Cogent Security Consulting, LLC and Battelle Pacific Northwest National Laboratory. Such advisors shall be required to sign Nondisclosure Agreements in accordance with DEAR 915.207-7-(f)(6).

(b) Under the statutes governing Procurement Integrity, non-federal advisors may not disclose any information learned by participating in this acquisition. Any company that employs such an individual, after his or her service as an advisor, cannot lawfully seek procurement-sensitive information. Any attempt to do so will constitute a violation of the Procurement Integrity Act, 41 U.S.C. § 423.

(End of provision)

NNS-L-1000 PROPOSAL SUBMISSION ADDRESS AND DUE DATES OF OFFEROR'S PROPOSAL (FEB 2012)

(a) Proposals shall be submitted in hard copy NO LATER THAN 12:00 pm ET on August 10, 2012. See FAR 52.215-1(c)(3)(ii), "Instructions to Offerors-Competitive Acquisition," for treatment of late proposals.

Submission of the original hard copy proposal will constitute the official submission of the Offeror's proposal. Hard copies of the proposal shall include Volume I, II, and III along with the CD ROMs. It is the responsibility of the Offeror, prior to the offer due date and time, to verify successful transmission or delivery of all proposal information to the Contracting Officer via the acquisition mailbox at Pantex.Y-12.DOE.ProForce.SEB@nnsa.doe.gov. Facsimile and hand carried submissions will not be accepted.

(b) Subcontractors submitting proprietary information may submit their information directly to the Contracting Officer, in hard copy, by identifying in the subject line, the solicitation number and to whom they are a subcontractor; or they may provide a password protected document (file) to the Prime Contractor and share the password with the Contracting Officer. Regardless of the method chosen, the subcontractor's proposal must adhere to the proposal due date/time stated in the solicitation.

(c) All envelopes, packages and/or boxes containing proposals shall be marked with the following notice:

"TO BE OPENED BY ADDRESSEE ONLY. THIS IS A PROPOSAL SUBMITTED UNDER SOLICITATION NO. DE-SOL-0003552."

Overnight Mailing Address:

DOE/National Nuclear Security Administration
Albuquerque Complex/Contracts and Procurement Division (CPD)
Attn: Krystal Maestas
Kirtland Air Force Base
Pennsylvania and H Streets
Albuquerque, NM 87116

(End of provision)

NNS-L-1003 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME II -- TECHNICAL PROPOSAL (DEC 2011)

(a) General. Volume II is the "Technical Proposal," and shall include TABs 1 through 6. The Offeror's proposal shall address its capabilities to successfully accomplish the requirements of the solicitation. It should clearly address each of the criteria set forth below. The proposal shall describe the Offeror's proposed approach in sufficient detail. Simply repeating the PWS requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable. In order for the proposal to be evaluated strictly on the merits of the material submitted, no contractual cost or pricing information shall be included in this volume of the proposal with the exception of Tab 6: Small Business Participation Plan subparagraph (b)(1). Where estimated labor hours are provided, no indication as to the cost of these labor hours shall be included in this volume.

(b) Content.

(1) TAB 1: CRITERION 1, TECHNICAL APPROACH AND STAFFING PLAN (Page Limit: 40 pages, except for the Staffing Plan with associated labor categories/job duty descriptions and organizational chart attachments which have no page limit)

Technical Approach: The Offeror's proposal shall clearly demonstrate how efficiencies are being realized through a consolidated approach. The Offeror shall describe its proposed technical approach to effectively and efficiently accomplish the requirements of the PWS in the following specific areas:

a. Program Management: The Offeror shall describe its approach and organizational structure (including rationale for teaming arrangement, if applicable) for merging protective force operations comprised of multiple unions at geographically-dispersed sites with a single management team, and providing business functions necessary to meet the requirements of the PWS. Describe the approach for integrating performance of the contract with the work of other on-site contractors. Include detailed

organizational charts for all non-bargaining unit personnel (identify direct and indirect) that graphically depict the positions and their interrelationships in the proposed team. Identify the programmatic risks associated with the proposed approach and how the risks will be avoided or mitigated.

b. Duties: Describe the proposed scheduling methodology and shift configurations, including line supervision, for meeting all duty requirements/productive assignments (hours summarized in Attachment L-11).

c. Training: Describe the approach for developing and maintaining a high quality integrated training program to ensure the proficiency of perishable skills within the maximum reimbursable off-post training hours summarized in Attachment L-11.

Staffing Plan: Provide a Staffing Plan consistent with the format contained in Attachment L-9 and L-10 that delineates the staffing necessary to execute the entire PWS. The Staffing Plan shall be consistent with the staffing included in the cost proposal. The Staffing Plan shall describe the labor categories and job duties of all proposed direct-charged personnel required to perform work identified under the PWS (see Attachment L-9 and L-10). The Staffing Plan shall also identify the estimated quantity of proposed full-time equivalent (FTE) and associated Direct Labor Production Hours (DPLH) allocated to each labor category for the base and the option period.

(2) TAB 2: CRITERION 2, KEY PERSONNEL (Page Limits: Resumes may not exceed two pages in length to include the position description. Letters of commitment may not exceed one page in length.)

Key Personnel: The Offeror shall propose Key Personnel it considers necessary to successfully perform the work under the contracts. The Offeror shall provide written resumes and position descriptions for each Key Person who will perform key managerial responsibilities. Their names and proposed position titles shall correspond to the information the Offeror provides in Volume I, for the fill-in information under NNS-H-1007, "Key Personnel," of Section H, Special Contract Requirements. As part of the fill-in information under NNS-H-1007, Offeror shall indicate whether Key Personnel are "contractor's managerial personnel" as defined in FAR 45.101, 52.245-1, 52.246-3, and 52.246-25. The proposed resumes shall address the elements described in Attachment L-2, "Key Personnel Resume Elements." Proposed Key Personnel must be United States citizens and must be eligible to receive a DOE "Q" clearance, and may be required to participate in the Human Reliability Program.

In addition, letters of commitment attached to the resumes shall be submitted for all proposed Key Personnel that indicate their intention to accept employment at an agreed-upon salary and benefits package, and to relocate as necessary. The letter of commitment must include the following:

(a) A statement that the individual commits to work under the resultant contract or contracts for the first two years of the initial base period of the contract(s), and that a specific salary and benefits package has been agreed upon;

(b) The date of availability; and

(c) The proposed individual's signature.

Key Personnel Oral Presentations: Offerors shall determine those Key Personnel whom they feel are essential for participation in the Oral Presentations. Those Key Personnel are required to attend Oral Presentations as discussed under Part IV, provision NNS-L-1013 UNCLASSIFIED ORAL PRESENTATION PROCEDURES.

(3) TAB 3: CRITERION 3, CORPORATE EXPERIENCE (Page Limit: Attachment L-3: 3 pages for each team member per contract excluding information related to Block 13: Adverse Past Performance, Attachment L-4: No Page Limit.)

The Offeror shall submit completed "Corporate Experience & Performance Self-Assessment Forms" at Attachment L-3 for completed or active contracts that are similar to the scope of work that is to be

performed by each team member under the PWS. No more than three contracts shall be submitted for each proposed team member for the work experience cited. (For example, a prime contractor with two subcontractors shall submit no more than nine forms. Two teaming partners and two subcontractors shall submit no more than twelve forms.) If a team member does not have three contract references other team members cannot provide additional references to compensate for lack of corporate experience. A team member may cite experience from an affiliated corporation; however, the reference will count as one of the three contract submissions from that team member. Contracts identified may include federal, state and local government and commercial customers. The experience cited must have had a duration of at least nine months and must have begun or ended within the last five years. In addition, the Offeror shall complete the Corporate Experience Matrix at Attachment L-4 as it relates to each team member's proposed role in performing the PWS.

(4) TAB 4: CRITERION 4, TRANSITION APPROACH (Page Limit: 15 pages per approach)

The Offeror shall submit two transition approaches in accordance with the Attachment J-1, Performance Work Statement, Section 5.0, Transition; one that describes the transition approach to a consolidated contract and the merging of protective force operations at Pantex and Y-12, and a second plan that describes the Offeror's transition approach for the DOE-OR contract. The transitions associated with these contracts have the added complexity associated with transitioning from an M&O contractor at Pantex and the integration necessary to achieve the management of two contracts for PF services within the Oak Ridge Reservation. Additionally, there are multiple CBAs and regulations governing the labor force in two different geographically separate locations.

The transition approach shall describe a detailed approach to provide an orderly transition to a full performance level within the initial 60-day period from the effective date of the contract and shall also include a schedule with specific milestones. As part of the proposed approach, the Offeror shall address any risks associated with performing these requirements and the proposed approach to avoid or minimize the identified risks.

(5) TAB 5: CRITERION 5, PAST PERFORMANCE (Page Limit: Attachment L-5: 5 pages per contract, Attachment L-6: No page limit.)

(a) For each contract identified in Criterion 3, the Offeror shall provide the "Past Performance Questionnaire" at Attachment L-5 to the contracting point of contact identified in Blocks 10a and 10b of the "Corporate Experience & Performance Self-Assessment Form." The Offeror shall include a completed copy of the respective "Corporate Experience & Performance Self-Assessment Form" to these points of contact. The points of contact shall return the completed "Past Performance Questionnaires" directly to the NNSA Contract Specialist listed under Block 7 of this solicitation's SF33 or by facsimile at (505) 284-7122. This information should be submitted prior to the date specified for receipt of proposals. However, receipt of the questionnaires by NNSA is not subject to the provisions of FAR 52.215-1, "Instructions to Offerors-Competitive Acquisition (January 2004)" as it relates to late proposals. The Offeror shall be responsible for assuring, to the extent possible, that the completed "Past Performance Questionnaires" are returned to the Contract Specialist before proposals are due. Offerors are advised that the Government reserves the right not to consider past performance information received more than five days after the closing date of this solicitation, but may do so at its discretion. At TAB - 5 the Offeror shall provide a list identifying the contracts and the names, titles, and phone numbers of the respective points of contact who were provided the questionnaires. For each contract listed, the Offeror shall identify itself and any teaming partner/subcontractor to whom the questionnaire pertains.

(b) The Offeror shall complete Attachment L-6, Security, Environment, Safety, Health, and Quality Assurance Performance Form for the last three years. Narrative can be added to the form to describe circumstances with no page count limitation.

(6) TAB 6: CRITERION 6, SMALL BUSINESS PARTICIPATION PLAN (Page Limit: 5 pages to include attachments. Binding agreements and other written commitments are excluded from overall page count.)

The Offeror shall submit a Small Business Participation Plan for each contract. These plans shall be incorporated under each contract as Attachment J-17 or J-18, Small Business Participation Plan. The Small Business Participation Plans are separate from, and in addition to, the Small Business Subcontracting Plans. Small Business Participation Plans are required from all Offerors, including small businesses and companies with commercial subcontracting plans and comprehensive subcontracting plans.

(a) DOE/NNSA's target small business participation goal is 9% of total contract value. Although the Offeror is not required to use the DOE/NNSA's target goal in its Participation Plans, the Offeror should take the target goal into account in preparing its plans and should make an effort to meet or exceed this goal to the extent practicable. Reasons for significant deviations from this goal should be explained in the Participation Plans (as an attachment).

(b) The Offeror shall provide the information as described in (1) through (5) below for each Small Business Participation Plan:

1) Type of Business of the Prime Contractor. (Note: SBA-approved joint ventures (IAW 13 CFR 124) can be considered small businesses and the Offeror can count its participation in each small business category for which it qualifies) Check all that apply:

- a) Large
- b) Small (also check type of Small Business below):
 - i) Small Business
 - ii) Small Disadvantaged Business
 - iii) Women-owned Small Business
 - iv) HUBZone Small Business
 - v) Veteran-owned Small Business
 - vi) Service-disabled Veteran-owned Small Business
- c) Total Proposed Contract Value: (include options): \$ _____
- d) Proposed Dollar Value of Prime Contractor's participation: \$ _____
- e) Proposed Percentage Value of Prime Contractor's participation: \$ _____

2) A table which lists the following:

- a) All proposed subcontractors, individually by name with their addresses (TBD, if unknown).
- b) Subcontractor business type (actual or proposed), as determined by the SBA size standard for the specific work being subcontracted. List all applicable categories for each subcontractor.
 - i) Large
 - ii) Small (SB)
 - iii) Small Disadvantaged (SDB)
 - iv) Women-Owned (WOSB)
 - v) HUBZone
 - vi) Veteran-Owned (VOSB)
 - vii) Service-Disabled Veteran-Owned (SDVOSB)
- c) The principal service/supply being provided by the subcontractor.
- d) The complexity of the service/product provided. A brief narrative on complexity of subcontract services/products must describe:
 - i) Product: Complex performance specifications or stringent tolerances;
 - ii) Services: Advanced professional skills or application of innovative technologies.
- e) Expected dollar value of the subcontract.

3) A table which summarizes the total dollars, percentages of proposed subcontracts and the percentage of total contract value for each category of business: LB, SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB. Subcontractors that qualify for inclusion in more than one category shall be included in

each category for which they qualify. For example, the value of subcontracts to be awarded to a WOSB if certified as a HUBZone shall be included in WOSB, HUBZone and SB totals.

4) A copy of any binding subcontracts or other written commitments (whether binding or not) to subcontract with firms identified in the table required by B (2). Such subcontracts or commitments may be made contingent upon the Offeror receiving the award. The Offeror shall identify within the plan whether commitments are binding and non-binding. If a small business intends to lead a teaming arrangement as the prime contractor of a SBA-approved teaming arrangement, submit a copy of the joint venture agreement.

5) If an Offeror's Small Business Participation Plans do not demonstrate that the Offeror intends to meet or exceed the DOE/NNSA target of 9%, the Offeror must provide additional rationale (as an attachment to its plans) explaining the deviations. The Offeror shall provide a discussion showing the correlation between the proposed Small Business Participation Plans and Small Business Subcontracting Plans (if applicable).

6) The Government reserves the right to finalize the details of the Small Business Participation Plans after contract award.

A sample of the table described in b(2) is provided below:

Subcontractor	Subcontractor	Type of	Principal	Complexity of	Dollar Amount of
XYZ Corp.	123 Main St. Anytown, NY 01356	Large	Castings	Manufactured to .01 tolerance	\$100,000
Acme, Ltd	456 1st St. Faraway, TX 78541	SB, SDB, VOSB	Logistic Software	Utilizing ISO 9000 and S100D Standards with XML	\$1,500,000
Imagination, LLC	789 Sky Ct. Anywhere, AL 54789	SB, HUBZone, VOSB	Accounting Services	Conforms to GAP	\$400,000
				Total Planned	\$2,000,000

A sample of the table described in b(3) is provided below using an estimated TCV of \$10M:

Business Type	Dollar Value	Percentage of Total	Percentage of TCV
Large Business	\$100,000	5%	1%
Small Business	\$1,900,000	95%	19%
Small Disadvantaged Business	\$1,500,000	75%	15%
Women-owned Small Business	\$0	0%	0%
HUBZone Small Business	\$400,000	20%	4%
Veteran-owned Small Business	\$1,900,000	95%	19%
Service-disabled Veteran-owned Small Business	\$0	0%	0%
Total Planned	\$2,000,000	100%	20%

Note 1: The CCR & SBA Dynamic Small Business Search (<http://www.bpn.gov/ccr/> and http://web.sba.gov/pro-net/search/dsp_dsbs.cfm) databases will be viewed to verify the small business category or categories of the proposed small businesses in the table. The Offerors shall list all applicable business types for which each subcontractor qualifies. The definition of a small business concern is as set forth in 13 CFR 121.105. The definition of "subcontract" is as set forth in FAR 19.701.

Note 2: The Small Business Participation Plans are in addition to, not in place of, the Small Business Subcontracting Plans. If subcontracting plans are required, (See FAR 19.702.) the plans shall be submitted by the Offeror in accordance with FAR 52.219-9 - Alternate II.

Note 3: Offerors are reminded that the Small Business Subcontracting Plans (required from large businesses only) shall correlate with the proposal information in Small Business Participation Plans as well as all other sections of the proposal.

Note 4: The small business participation award fee measure will be based on the plans submitted with the Offeror's proposal and will be established after contract award.

(End of provision)

NNS-L-1004 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME III--COST PROPOSAL (DEC 2011)

(a) Overview and General Requirements

The Contracting Officer has determined that cost or pricing data are not required for this competitive cost-type solicitation. However, in accordance with FAR 15.403-1(b) and 15.403-3(a), information other than cost or pricing data is required to determine if proposed costs are reasonable, realistic, and reflect a clear understanding of the solicitation requirements. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 apply, the Offeror shall provide certified current, complete and accurate cost or pricing data within 14 days after receipt of the Contracting Officer's request.

(1) Submission Format

The Offeror's Cost/Price proposal consists of the estimated price to perform the required effort as set forth in the solicitation, and must be prepared in a manner that is current, accurate, and responsive to the RFP. In accordance with FAR 15.403-5(b)(2), the cost proposal submission shall be prepared using the format specified in the following instructions.

(2) Proposal Accuracy

The cost proposal must be mathematically correct and structured in a logical manner. Row and column totals for all schedules and exhibits must accurately foot and cross-foot. Cost totals on supporting schedules and exhibits must track to and agree with summary cost totals and the amounts shown on the proposal cover sheet. Unless specified otherwise, all final monetary extensions shall be rounded to the nearest whole dollar, and all labor rates to the nearest penny. All spreadsheets and exhibits, including those submitted by team members and other subcontractors, shall be submitted in Microsoft (MS) EXCEL format, version 2007 or lower, with formulas intact and all cells unprotected. The Offeror shall provide summary level cost information using the illustrative Microsoft EXCEL Sample Tables provided in Section L, Attachment L-7 (Pantex/Y-12), and Attachment L-8 (DOE-OR). All costs shall be proposed in accordance with the Offeror's established accounting and estimating practices. Offerors are responsible for the accuracy of all formulas, links, and all other relationships within the submitted MS Excel electronic spreadsheets and workbooks.

(3) Narrative Support

The Offeror, and each team member including subcontractors, shall provide narrative support sufficient to explain the development of the proposed costs/prices. In accordance with the solicitation requirements, the narrative should describe the Offeror's supporting rationale, the estimating methodologies used, and the basis of estimate for the data provided in support of the proposed costs. Supporting narratives and other information may be submitted in Microsoft WORD, Adobe Acrobat, or compatible formats.

(4) Actual vs. Estimated Data

The Offeror's submission must distinguish between actual cost data and estimated cost data. For actual cost data, the source of the data (e.g. general ledger, job cost ledger, paid invoice, etc.) and the period in which the actual data is based (cut-off or closing dates) shall be identified. For estimated cost data, the Offeror shall clearly identify the estimated amounts and explain the basis of estimate.

(5) Cost/Price Reasonableness and Realism

Unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from consideration either on the basis that the Offeror does not understand the requirements, or has made an unrealistic offer. Offers should be sufficiently detailed to demonstrate their reasonableness. If estimated costs to perform the proposed effort have been decreased due to efficiencies or a management decision, the Offeror shall provide complete rationale and a summary of the reduction by cost element. The burden of proof for credibility of proposed costs/prices rests with the Offeror.

(6) Teaming Arrangements

The Offeror shall provide a copy of these instructions to all potential team members. Team members include any members of a joint venture or partnership, Limited Liability Company or Partnership (LLC/LLP), and any subcontractors.

All team member and subcontractor proposals must be received by the date/time specified in the solicitation. If a teaming arrangement is proposed, the Offeror must provide a summary of the total cost/price and clearly identify by cost element the portion of the cost proposal that pertains to each participant, including subcontractors. In addition, each team member including subcontractors must provide separate proposal cover sheets, exhibits, summary schedules and supporting cost information in the same format and level of detail as required of Offerors under these cost instructions. Contract clause NNS-H-1042 makes the pyramiding of fee/profit expressly unallowable. Team member proposals shall clearly state that fee/profit will be shared at the prime contractor level only. The prime contractor shall clearly identify the contract type of each proposed subcontract-see Attachments L-7 and L-8, Tables 2. Proprietary team cost information may be submitted directly to the Contracting Officer/Contract Specialist.

(7) Subcontract Proposal Submission and Analysis

It is the Prime Contractor's responsibility to conduct appropriate subcontract cost or price analysis to establish the reasonableness of proposed subcontract prices-see FAR Part 15.404-3. The Offeror shall provide these analyses as part of its cost proposal. Proprietary subcontract cost information may be submitted directly to the Contracting Officer/Contract Specialist.

(8) Interorganizational Transfers

An interorganizational transfer includes any proposed effort or work done by a division, subsidiary, or affiliates of the Offeror under a common control. The Offeror's cost proposal must separately identify and provide a cost element breakout of all proposed interorganizational transfers. The Offeror's shall be responsible for conducting the appropriate cost or price analysis to establish the reasonableness of proposed interorganizational transfer prices and to provide it with the proposal submission-see FAR Part 15.404-3.

(b) Specific Cost and Format Requirements

The Offeror, including any proposed subcontractors or members of a teaming arrangement, shall format the cost proposal in accordance with the following instructions. Failure to follow these instructions may result in the elimination of the proposal from further consideration.

(1) Proposal Cover Sheet

Complete, as the first page of the cost proposal, a cover sheet that includes the following information:

- (A) Company name, division, address, telephone number, and e-mail address.
- (B) The name, telephone number, and e-mail address of a primary point of contact authorized to provide clarifying information regarding the Volume III, Cost/Price proposal.
- (C) The Government solicitation number, DE-SOL-0003552, the Offeror Cost/Price proposal number and the expiration date.
- (D) A brief description of the services being provided and the places of performance.
- (E) Proposed total estimated costs, Government baselined amounts, total proposed award fee, and total proposed price for the basic period and option period.
- (F) Name, title and signature of person authorized to commit the firm.
- (G) Name, address, and phone number of the cognizant Government audit office and contract administrative office for the Offeror and any proposed subcontractors or inter-organizational transfers.
- (H) A statement that the cost proposal has been prepared in accordance with applicable FAR regulations/cost principles, the Offeror's established estimating and accounting policies, and the requirements of this solicitation. The Offeror shall list each exception, if any, and provide complete rationale.
- (I) A statement granting the Contracting Officer, or an authorized representative the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form), which will permit an adequate evaluation of the proposed costs/price. This right may be exercised in connection with any review deemed necessary by the Government prior to contract award. This statement shall apply to any and all teaming partners/subcontractors.
- (J) A statement identifying whether the Offeror's organization is subject to the Cost Accounting Standards (CAS) and the current status of its Disclosure Statement. The Offeror shall state whether it has been notified that it is or may be in noncompliance with its Disclosure Statement or CAS and, if yes, provide an explanation. The Offeror shall state whether any aspect of this proposal is inconsistent with its disclosed accounting practices or applicable CAS and, if so, provide an explanation.

(2) Contract Period of Performance

The base contract period of performance is February 1, 2013 to January 31, 2016. The option period (if exercised) is February 1, 2016 to January 31, 2018. Note that the first year of performance consists of a 60-day transition period and a 10-month period of performing 100% of the requirement. For pricing purposes, assume a February 1, 2013 start date.

(3) Cost Proposal Summary

The Offeror shall complete and provide time-phased cost summaries Attachment L-7 (Pantex/Y-12) and L-8 (DOE-OR), Table 1, by major cost element by contractor fiscal year (CFY). For each cost element proposed, the Offeror shall provide supporting schedules and information in accordance with the following instructions. Offerors shall propose costs based on the Performance Work Statement (PWS), Section J, Attachment J-1; Site Post and Hour Requirements, Section L, Attachment L-11, and the cost proposal instructions contained herein. The proposed types, quantities, and skill mix of labor must be consistent among proposed documents, including but not limited to the Technical Proposal, Staffing Plans, Cost Proposal, and Cost Models. Offerors shall provide summary level cost information as specified in Attachment L-7 and L-8. DO NOT convert Attachments L-7 and L-8 to Adobe Acrobat files.

(4) Direct Labor Hours and Rates

The Offeror shall address the basis of estimate to support the proposed hours. A description of how the quantity and mix of labor hours were estimated shall be provided. The Offeror shall identify the basis for the proposed labor rates and explain how the rates are adjusted (e.g., blended rates, weighted averages, etc.), if applicable, to arrive at the proposed rates. Clearly identify and explain the basis for any annual escalation factors employed. Consistent with Attachment L-11, all SPO posts/patrols are considered to fall within the SPO I category, and all SRT posts/patrols are considered to fall within the SPO III category.

(A) The Offeror shall indicate the total number of direct productive labor hours (DPLH) estimated per year for one full-time equivalent (FTE) employee. The Offeror shall demonstrate how its DPLH is calculated by identifying the number of annual hours estimated for each type of non-productive time such as vacation, holiday, sick leave, administrative leave, and other types of non-direct charged activities in accordance with its current compensation policies.

(B) The Offeror shall separately identify the hours that require premium pay (e.g., overtime, shift premium, etc.) and provide rationale as to why. For any proposed hours against which uncompensated overtime is applied, the Contractor shall comply with the requirements of FAR 52.237-10 (Identification of Uncompensated Overtime).

(C) This contract will be subject to the Service Contract Act and Fair Labor Standards Act. All employees working under covered job descriptions must be paid (at a minimum) the base wage by location as specified in the wage determination (WD) for that location, or CBA rates currently in place (whichever is applicable). If a labor category position is covered by a WD, it must be provided or paid health and welfare benefits. Employees subject to a WD must receive 10 paid holidays which they will be eligible for from their first day of employment (specific holidays are listed in the WD), and they must receive 10 days of vacation after one year of service in accordance with the regulations found in the Code of Federal Regulations, Title 29, Part 4, "Labor Standards for Federal Service Contracts." The web site for the Code of Federal Regulations is <<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html>>.

(5) Indirect Rates

The Offeror shall provide exhibits showing its proposed indirect rates by CFY for fringe benefits, labor overhead, General and Administrative (G&A), and any other proposed indirect rate by type of labor as detailed below. The cost elements included in each pool and base component shall be identified, and the basis of estimate and allocation methodology for each indirect cost rate proposed shall be explained. The Offeror shall clearly identify WD/CBA related pool expenses for all covered WD/CBA employees. If indirect rates are based on a Forward Pricing Rate Agreement, billing, or bidding rates, the Offeror shall provide a copy of the agreement showing the approved rates and effective dates, and shall explain any deviations from the approved indirect rates. See the Government baselined legacy defined benefit and post retirement benefit costs (include as part of Fringe costs for NPO only) in paragraph (6) below.

(A) CBA/WD employees: For positions covered by a WD/CBA, the Offeror shall provide exhibits supporting proposed indirect rates for the following cost elements:

i. Accompanying Payroll Costs, limited to social security and unemployment taxes, and workman's compensation.

ii. Fringe benefits identified in the governing WDs/CBAs. NOTE: INCLUDE Government baselined legacy defined benefit pension plans and post retirement benefits for the NPO in the proposed fringe pool (CLINs 0003 and 0011). EXCLUDE Government baselined legacy defined benefit pension plans and post retirement benefits for DOE-OR from the fringe pool and include them in the DOE-OR site ODC CLINs (CLINs 0005, 0007, 0009, 0013, 0015, and 0017).

iii. Fringe benefits not identified in the Government WDs/CBAs. NOTE: INCLUDE Government baselined legacy defined benefit pension plans and post retirement benefits for the NPO in the proposed fringe pool (CLINs 0003 and 0011). EXCLUDE Government baselined legacy defined benefit pension plans and post retirement benefits for DOE-OR from the fringe pool and include them in the DOE-OR site ODC CLINs (CLINs 0005, 0007, 0009, 0013, 0015, and 0017).

iv. All other indirect costs (i.e., labor overhead and G&A).

(B) Employees not covered by a WD/CBA: For positions not covered by a WD/CBA, the Offeror shall provide exhibits supporting proposed indirect rates and costs per DPLH for the following cost elements:

i. Fringe benefits. NOTE: INCLUDE Government baselined legacy defined benefit pension plans and post retirement benefits for the NPO in the proposed fringe pool (CLINs 0003 and 0011). EXCLUDE Government baselined legacy defined benefit pension plans and post retirement benefits for DOE-OR from the fringe pool and include them in the DOE-OR site ODC CLINs (CLINs 0005, 0007, 0009, 0013, 0015, and 0017).

ii. All other indirect costs (i.e., labor overhead and G&A).

(6) Government Baselined Amounts: NPO Fringe Baselined amounts, NPO Baselined Other Direct Costs (ODCs), DOE-OR Baselined ODCs.

The Government has provided baselined amounts specific to each site for proposal preparation purposes, which shall be used by the Offeror in preparing its proposal. Additional ODCs shall not be proposed for any period, except for the Transition period. To accommodate the specific needs and perspectives of NNSA and DOE, the RFP approach for baselined Fringe and ODCs differs between the NPO and DOE-OR efforts. Specifically, Offerors shall include the Government baselined Defined Benefit Plans (LDBPs) and Post Retirement Benefits (PRBs) as part of the proposed Fringe pool costs for the NPO; Offerors shall include the Miscellaneous/Other ODCs for the NPO (Pantex and Y-12 sites) within the proposed costs for CLINs 0003 and 0011, which are fee-bearing; Offerors shall include the Government baselined ODCs for the DOE sites within the specific DOE-OR ODC CLINs, which are not fee-bearing (CLINs shown below). The Government baselined ODC amounts shown below include all direct and indirect costs and shall not be further burdened by Offerors. Except as listed below, the ODC amounts do not include WD/CBA allowances, bonuses, etc. All other WD/CBA related costs shall be proposed elsewhere (e.g., fringe pool). Note that the Government baselined LDBPs and PRBs for NPO shall be included within the proposed Fringe Pool costs, but should be considered only part of the overall proposed pool costs. The major baselined Fringe and ODC categories by site include but are not limited to Legacy Defined Benefit Plans (LDBPs), Post Retirement Benefits (PRBs), and Miscellaneous/Other (Misc/Other).

NNSA is currently competing the M&O effort for Pantex and Y-12 (Y-12 National Security Complex, Pantex Plant, and Savannah River Tritium Operations Management and Operating [M&O] Contract Competition). Until that award is made, the total facility costs and methodology for allocating facility costs for utilities, janitorial service, etc. will not be known with any certainty. NNSA, therefore, has not attempted to project the costs that the winning protective force contractor will be charged by the M&O for occupying site facilities or using M&O-provided services in the NPO baselined ODCs. If the RFP ODC

baselined amounts are insufficient to cover these costs during performance, a contract modification will be executed to increase the ODC baselined amounts accordingly.

NNSA PANTEX SITE (Include in the proposed costs for CLINs 0003 and 0011)

CATEGORY	CY 1	CY 2	CY 3	CY 4	CY 5
FRINGE					
LDBPs	\$2,852,000	\$3,524,000	\$3,630,000	\$3,739,000	\$3,851,000
PRBs	1,515,000	1,872,000	1,928,000	1,986,000	2,046,000
ODCs					
Misc/Other	5,583,000	6,900,000	7,107,000	7,320,000	7,539,000
TOTAL	\$9,950,000	\$12,296,000	\$12,665,000	\$13,045,000	\$13,436,000

NNSA Y-12 SITE (Include in the proposed costs for CLINs 0003 and 0011)

CATEGORY	CY 1	CY 2	CY 3	CY 4	CY 5
FRINGE					
LDBPs	\$3,118,000	\$3,855,000	\$3,970,000	\$4,089,000	\$4,212,000
PRBs	590,000	729,000	751,000	774,000	797,000
ODCs					
Misc/Other	7,326,000	9,055,000	9,327,000	9,607,000	9,895,000
TOTAL ODCs	\$11,034,000	\$13,639,000	\$14,048,000	\$14,470,000	\$14,904,000

DOE-OR/ETTP SITE (Include in CLINs 0007, 0015)

CATEGORY	CY 1	CY 2	CY 3	CY 4	CY 5
LDBPs	\$717,000	\$886,000	\$913,000	\$966,000	\$1,025,000
PRBs	71,000	88,000	90,000	96,000	101,000
Misc/Other	1,301,000	1,609,000	1,658,000	1,753,000	1,862,000
TOTAL ODCs	\$2,089,000	\$2,583,000	\$2,661,000	\$2,815,000	\$2,988,000

DOE-OR/ORNL SITE (Include in CLINs 0005, 0013)

CATEGORY	CY 1	CY 2	CY 3	CY 4	CY 5
LDBPs	\$517,000	\$639,000	\$659,000	\$697,000	\$740,000
PRBs	91,000	112,000	116,000	122,000	130,000
Misc/Other	1,613,000	1,995,000	2,055,000	2,176,000	2,310,000
Total ODCs	\$2,221,000	\$2,746,000	\$2,830,000	\$2,995,000	\$3,180,000

DOE-OR/FBC SITE (Include in CLINs 0009, 0017)

CATEGORY	CY 1	CY 2	CY 3	CY 4	CY 5
LDBPs	\$187,000	\$231,000	\$238,000	\$246,000	\$262,000
PRBs	7,000	8,000	9,000	9,000	9,000
Misc/Other	207,000	256,000	263,000	273,000	289,000
TOTAL ODCs	\$401,000	\$495,000	\$510,000	\$528,000	\$560,000

NOTE: "Misc/Other" includes but is not limited to Facilities, Equipment, Weapons/Firearms, Ammunition, Vehicles, and Various Others.

(7) Subcontracts and Inter-organizational Transfers: The Offeror shall provide a summary listing of proposed subcontractors/amounts (Table 2 of Attachment L-7 and L-8).

It is the Prime Contractor's responsibility to conduct appropriate subcontract cost or price analysis to establish the reasonableness of proposed subcontract prices-see FAR Part 15.404-3. If an Offeror intends to subcontract more than 70 percent of the total cost of the work to be performed under the contract, the Offeror shall comply with the requirements of 52.215-22, "Limitations on Pass-Through

Charges-Identification of Subcontract Effort." If the subcontract is to be awarded based on competition or is a commercial item, provide the price/cost analysis and any evidence or discussion of bids received. If the subcontract was not competed or is not a commercial item, provide a complete cost proposal from each subcontractor. Subcontract cost proposals shall provide a breakout of all elements to the same extent as required of the prime contractor, as detailed under paragraph 1.a. (1) above. If proposed subcontractors have rates which they consider to be proprietary data, then separate detailed proposals shall be sent directly to the Contracting Officer/Contract Specialist. All required data shall be received at the same time as the prime cost proposal.

(8) Consultants: Provide the basis of rates, copies of consultant agreements, and justification for consultant use.

(9) Facilities Capital Cost of Money (FCCM)

FCCM is permitted if proposed as a separate cost element in accordance with FAR 31.205-10 and calculated using Form CASB-CMF. The completed form must be included as an attachment to the Offeror's cost proposal. The Form CASB-CMF can be found at 48 CFR 9904.414. If the Offeror elects not to claim FCCM, it shall provide a statement to that effect. The Offeror shall provide an exhibit showing each proposed FCCM rate (applicable to overhead, G&A, etc.) by CFY. The exhibit shall identify the application base for each FCCM rate and show calculations to support the proposed costs by CFY for each CLIN or contract period as required by the solicitation.

(10) Award Fee

The Offeror shall identify the proposed award fee amounts by contract year, the award fee percentages, and the labor allocation base to which the fee percentages are applied. All fee is at risk and there will be no base fee for this effort. In accordance with contract clause NNS-H-1042, Pyramiding of fee/profit is expressly unallowable. If the Contractor is part of a Contractor team arrangement, all team members shall share in the available Award Fee. FAR Subpart 9.601 defines "Contractor team arrangement" as an arrangement in which:

(A) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or

(B) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

Although not required, Offerors are encouraged to provide rationale for the proposed award fee.

(11) Other Financial System Information: The information in (A) and (B) below is required for the Offeror and all participants if the Offeror is a teaming arrangement to include any subcontractors.

(A) Accounting and Estimating Systems: The Offeror shall state if its accounting and estimating systems have been reviewed and approved by a Government agency. Evidence of such approval shall be provided by identifying the approving agency and official, the scope of review, and the date of approval.

i. Estimating System: The Offeror shall provide a general description of its standard estimating system in relation to each major cost element proposed (e.g., direct labor, materials, overhead, ODCs, G&A, etc.).

ii. Accounting System: The Offeror shall provide a general description and information about its accounting system. The description shall state whether the accounting system is in accordance with generally accepted accounting principles (GAAP) and is acceptable for Government contract costing purposes in accordance with FAR Part 16.301. The Offeror shall disclose and fully explain any

outstanding system deficiencies cited by the Government or independent auditors. If applicable, the nature of the deficiency(ies) and status of corrective actions shall be described.

(B) Cost Accounting Standards: If applicable, the Offeror shall indicate whether it has or will be required to submit a Cost Accounting Standards (CAS) Board Disclosure Statement in accordance with Public Law 100-679. If the Offeror is subject to CAS, it shall provide:

- i. The date of the current disclosure statement;
- ii. A statement as to whether the disclosure statement has been determined adequate;
- iii. The name of the cognizant Government audit agency and point of contact for agency responsible for CAS audit;
- iv. A statement as to whether the proposal is priced in accordance with the Offeror's disclosed practices; and
- v. The status of outstanding CAS noncompliances (if any). If the Offeror is not currently CAS-covered, but will become CAS-covered in the event of an award, a disclosure statement must be submitted and determined adequate prior to award.

(12) Company Compensation Policies

The Offeror shall describe its compensation policies relating to the following areas:

- (A) Salary and wages.
- (B) Merit, cost of living, and other general salary adjustments.
- (C) Compensated absences, insurance, health, retirement, and other contributions.
- (D) Recruitment, bonuses, severance, relocation, and other employee benefits programs.
- (E) Uncompensated Overtime.

(13) Determination of Financial Capability:

FAR 9.104-1(a) requires a prospective Contractor to have adequate financial resources to perform the contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete the contract. The determination of financial capability to complete this contract shall be made by NNSA; however, a financial capability review may be performed by an authorized representative of NNSA (e.g., the Defense Contract Audit Agency) for NNSA's consideration. Information provided by the Offeror shall include, but not be limited to, the following:

- (A) An audit opinion (rendered by an independent CPA firm) and the related audited financial statements and notes to the financial statements for the last two Fiscal Years. If audited financial statements were not prepared during the prior two fiscal years, the Offeror shall provide comparable financial information such as a compilation or other review performed by an independent auditor.
- (B) Balance sheet and income statements for all quarters reported in the current fiscal year and projected data for the balance of the year.
- (C) The information in (A) and (B) above is required for the Offeror, for all participants if the Offeror is a teaming arrangement, and for any subcontractor whose estimated cost exceeds 25 percent of the total proposed cost. If the Offeror is a limited liability company or similar entity created for

the purpose of performing this contract and lacking financial resources, the above information shall be submitted for the parent corporate entity(ies), partners, or other guarantors.

(D) The Offeror shall describe the financial impact of this project on its organization. This description shall include identification of any contingency, limitation, or condition affecting availability of funds for this project. The Offeror shall state what percentage of proposed cost represents its estimated total business during the period of performance.

(14) Collective Bargaining Agreements:

The Request for Proposal reflects the current CBA's currently in effect. All CBA's will be updated, if needed, and incorporated at time of contract award. The contract value will be adjusted to reflect any changes.

(End of provision)

NNS-L-1012 LIST OF SECTION L ATTACHMENTS (DEC 2011)

Attachment L-1	Corporate, Partnership, Joint Venture Certificates
Attachment L-2	Key Personnel Resume Element Template
Attachment L-3	Corporate Experience & Past Performance Self-Assessment Form
Attachment L-4	Corporate Experience Matrix
Attachment L-5	Past Performance Questionnaire
Attachment L-6	Security, Environment, Safety, Health and Quality Assurance Form
Attachment L-7	Cost Model - Pantex/Y-12
Attachment L-8	Cost Model - DOE-OR
Attachment L-9	Staffing Plan Summary - Pantex/Y-12
Attachment L-10	Staffing Plan Summary - DOE-OR
Attachment L-11	Site Post and Hour Requirements

(End of provision)

NNS-L-1013 UNCLASSIFIED ORAL PRESENTATION PROCEDURES (DEC 2011)

(a) General: The Source Evaluation Board (SEB) will conduct oral presentations with each Offeror submitting a responsive proposal. The Offeror's key personnel shall respond to a written managerial scenario(s) provided to them by the Government the day of their scheduled oral presentation.

(1) The SEB will evaluate the oral presentation information as specified in Section M, NNS-M-1003.

(2) Oral presentations will involve technical/managerial problems representative of the activities in the PWS (Part III, Section J, Attachment J-1) with emphasis on integrating a paramilitary protective force at geographically dispersed locations including integration of safety into operations, technical performance and business management. The same scenarios will be presented to all Offerors.

(3) Offerors shall determine those Key Personnel whom they feel are essential for participation in the Oral Presentations. Those personnel are required to attend Oral Presentations.

(4) The Government will provide timing devices, notepads, flipcharts, easels, writing tablets, index cards and markers to assist the Offeror in responding to the managerial scenario(s). The Government will retain all Offeror flipcharts, notepads, writing tablets and index cards for evaluation. In addition, the Offeror may not bring any prepared presentations (including a written proposal) or reference materials.

(5) The presentation and any interactive dialogue may be recorded by the Government, and may be disseminated only to authorized Government personnel during the evaluation process. The Offeror

may not record any of the oral presentation process. The Government will provide a copy of the recording to the Offeror upon request to the Contracting Officer, after contract award.

(6) The Offeror shall not use telephones, cell phones, or other means of communication with outside parties, including the Internet, during the oral presentation. No classified information may be presented during the oral presentation.

(7) The oral presentation will not be considered a part of the written proposal. The oral presentation will not constitute "discussions" as defined in FAR 15.306(d), nor will it obligate the Government to conduct discussions, or to solicit final proposal revisions.

(8) Clarification questions from the SEB during the oral presentation will be asked only if needed to provide immediate information that cannot wait until the presentation is concluded (e.g., unfamiliar words or terms, or to request that the speaker repeat something that was not heard clearly).

(9) The Offeror will be responsible for all travel related expenses for its scheduled oral presentation.

(10) Oral presentations shall not include any discussion of price, cost or fee.

(b) Schedule: Oral presentations are tentatively scheduled for the week of August 27, 2011 and will be held at the Sandia National Laboratory Innovative Parkway Office Center (IPOC) located at 1611 Innovation Parkway SE in Albuquerque, NM. The Offeror's Key Personnel shall be available from 8:00 am MT to 1:00 pm MT. Any additional details regarding oral presentations will be posted on the acquisition webpage stated in provision NNS-L-1001.

The Government will schedule oral presentations based on a random drawing and will notify each SF33 signatory within five working days after the proposal submission due date. The Government will notify each Offeror as to the date, time, location and other instructions related to its oral presentation in this notification. Time slots may not be rescheduled or traded except under extenuating circumstances. A request to reschedule a time slot must be submitted in writing to and approved by the Contracting Officer. The oral presentations will commence within approximately five to ten working days of notification. The Government reserves the right to conduct oral presentations prior to the above timeline, or may reschedule an Offeror's presentation at its sole discretion.

(End of provision)

NNS-L-1014 COMBINED PRE-SOLICITATION CONFERENCE, SITE TOURS AND ONE-ON-ONE MEETINGS (DEC 2011)

(a) Combined pre-solicitation conference, site visit and one-on-one meetings will be held. Due to space limitations, only two attendees per Offeror (team) will be allowed at the pre-solicitation conference, site visits and one-on-one meetings. Details for these events are listed below:

Pantex Plant:
Date: May 15, 2012
Time: 8:00 - 5:00 pm (local time zone)
Place: Pantex Administration Building 16-12

Activities to Occur at the Pantex Plant:
Pre-solicitation Conference (Morning)
Lunch
Pantex Plant Site Tour (Afternoon)

Y-12 National Security Complex and DOE Oak Ridge Office
Date: May 17, 2012

Time: 8:00 - until the completion of scheduled one-on-one meetings (local time zone)
Place: Pollard Technology Conference Center, 210 Badger Road, Oak Ridge, TN

Activities to Occur at the Y-12/DOE-OR Sites:
Y-12 and DOE-OR Site Tour (Morning)
Lunch
One-on-One Meetings (Afternoon)

Please visit the acquisition webpage listed in provision NNS-L-1001 for a detailed agenda to be posted NLT May 9, 2012. Please be advised times are subject to change.

A map to each site is available on the acquisition webpage listed on NNS-L-1001.

(b) PRE-SOLICITATION CONFERENCE: During this conference the Government will review the contract requirements, proposal submission requirements, evaluation process, specific site information for the site(s) being visited, and one-on-one meeting ground rules.

(c) SITE TOUR: During the site tour, the Government will provide an unclassified windshield tour of the site(s) being visited. Tour participants must be U.S. citizens; foreign nationals will not be allowed access to the sites. Offerors are encouraged to attend the site tour where services are to be performed and become familiar with general and local conditions that may affect the technical approach and cost of performance, to the extent that the information is reasonably obtainable. In no event shall failure to attend the site tour constitute grounds for a claim after contract award.

(d) ONE-ON-ONE SESSIONS: The Government anticipates holding one-on-one private meetings, not to exceed 30 minutes, for each potential Offeror to provide comments as related to the terms and conditions of the solicitation. Information disclosed to the Government during the one-on-one meeting may be released to all potential Offerors unless the Offeror identifies a statement as proprietary information. The Government may exercise its sole discretion to disclose non-proprietary information that is either necessary for the preparation of proposals, or in fairness, should be disclosed to all Offerors or to the general public in order to avoid the creation of an unfair competitive advantage. The Government reserves the right to conduct one-on-one sessions for a period less than 30 minutes based on the number of requests received from potential Offerors. Potential Offerors are advised to visit the acquisition webpage, listed in provision NNS-L-1001, for a complete listing of one-on-one meeting ground rules prior to requesting a meeting. The potential Offeror's request for a one-on-one meeting constitutes agreement with the Government's ground rules.

(e) QUESTIONS: Questions must be submitted per the instructions provided in provision DOE-L-1001. Draft Request for Proposal questions will not be addressed at the pre-solicitation conference. The Government will accept written questions at the pre-solicitation conference, but answers will not be provided at that time. All questions and answers associated with the draft solicitation will be provided on the acquisition website referenced in NNS-L-1001 for public viewing.

(f) PRE-SOLICITATION CONFERENCE/SITE TOUR ATTENDANCE: Pre-solicitation conference and site visit attendance is not mandatory. The Government will not reimburse any Offeror for expenses related to attendance of this conference and site tours. To facilitate the Government's planning, the Offeror shall provide each attendee's full name, title, organizational affiliation, phone number, e-mail address and citizenship via email at Pantex.Y-12.DOE.ProForce.SEB@nnsa.doe.gov by 2:00 pm MT on May 4, 2012. Government-issued picture ID will be required to gain access to the sites. If an interested Offeror fails to provide attendee information by this deadline the Government cannot guarantee individuals will be granted access to the site for this event.

(g) REQUESTING A ONE-ON-ONE SESSION: Each Offeror that desires a one-on-one session shall submit a request, in advance, via email at Pantex.Y-12.DOE.ProForce.SEB@nnsa.doe.gov by 2:00 pm MT on May 4, 2012. Requests shall include the organizational affiliation, attendee's name, title, phone number and email address. A random drawing will be conducted by the Contracting Officer to determine

Offeror session times. Offerors will be notified of their scheduled one-on-one session time via email by 12:00 pm MT on May 8, 2012.

(h) SITE SECURITY: The following is a general list of security requirements that all prospective Offerors must abide by during the pre-solicitation conference, site visit and one-on-one sessions.

- No personally owned vehicles will be allowed access to Security Areas of the respective sites;
- Searches of hand-carried items may be conducted;
- Security Police Officers are authorized to deny access to any area of the site and to detain individuals for appropriate law enforcement action when needed;
- The following items are prohibited items NEVER allowed on-site: ammunition, arrows, blackjacks, chemical dispensing devices for pepper spray, mace, etc., clubs, compounding bows, crossbows, explosives, explosive devices, fertilizer, firearms, items that could be used to manufacture explosives, knives with blade length exceeding 3 ½ inches, knuckles, nightsticks, nun chucks, stun guns, swords, zip guns, drug paraphernalia, illegal drugs, alcohol, controlled substances, drugs (prescriptions are allowed as long as they are prescribed for the person who is using them);
- Intoxicated personnel are not authorized access under any circumstances. Individuals attempting to gain access while intoxicated are subject to possible prosecution.
- The following items are considered controlled items and must remain in personal vehicles: all portable electronic devices or any device that has the capability of storing, transmitting, or generating data, such as: bluetooth devices, blackberries, calculators, cameras, cellular telephones, cellular wireless cards, flash media, Global Positioning Systems (GPS), iPods, jump drives, MP3 players, On-Star, personal computers including laptops, personal gaming machines (Nintendo DS, PSP's, etc.), personal software, pocket computers, radio frequency devices, recording devices (optical, video, audio, or data) and watches with data ports, XM or Sirius radio receivers with recording capabilities; copying devices; reproduction devices; matches, lighters, or other flame-producing devices; personal sporting equipment such as: golf clubs, rackets, and softball bats; flammable liquids in small quantities (less than 10 gallons); tools such as: gardening and mechanical tools.
- Individuals attempting to enter a security area with any unapproved controlled items will be denied access and possibly detained until DOE/NNSA representatives are notified and appropriate response actions are complete.

(End of provision)

NNS-L-1015 ELECTRONIC MEDIA - SOLICITATION AND AMENDMENT DISTRIBUTION (DEC 2011)

In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used extensively and shall be the sole method used for distributing the solicitation and its amendments. The final solicitation and any amendments shall be posted on the Government opportunity website called FedConnect at <https://www.fedconnect.net/Fedconnect/> and at the acquisition webpage identified in provision NNS-L-1001.

The official distribution method for the final solicitation is FedConnect. All amendments and any other official communications from the Government regarding this solicitation shall be posted through this medium. Offerors are responsible for checking the FedConnect website often for any solicitation amendments. Offerors shall acknowledge receipt of any amendment to the solicitation in accordance with paragraph (b) of Section L provision FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition."

(End of provision)

Name	Telephone No.
—	—

(c) Provide the following information:

(1) The name and address of the federal agency for which your company performs the preponderance of U.S. government work.

Name	Address
—	—

(2) The name and telephone number of the person at the federal agency responsible for administering your contract.

Name	Telephone No.
—	—

(End of provision)

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. DOE AND NNSA SOLICITATION PROVISIONS IN FULL TEXT

NNS-M-1001 EVALUATION OF PROPOSALS (NOV 2009) (TAILORED)

(a) This acquisition will be conducted pursuant to the policies and procedures in Federal Acquisition Regulation (FAR) Part 15 and Department of Energy Acquisition Regulation (DEAR) Part 915 and shall be solicited under full and open competition. NNSA has established a Source Evaluation Board (SEB) to evaluate the proposals submitted for this acquisition.

(b) The instructions set forth in Part IV - Representations and Instructions, Section L are designed to provide guidance to the Offeror concerning the documentation that will be evaluated by the SEB. The Offeror must furnish adequate and specific information in its response. Simply repeating the PWS requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable.

(c) A proposal that is unrealistic in terms of the evaluation criteria (identified at NNS-M-1003) or cost may be deemed unacceptable due to the inherent failure of an Offeror to demonstrate it understands the complexity and risks of the technical requirements as stated in the Performance Work Statement (PWS). This lack of understanding may be grounds for rejection of the proposal. A proposal may be eliminated from further consideration if the proposal is so obviously deficient as to be totally unacceptable. For example, a proposal may be deemed unacceptable if it does not represent a reasonable effort to address essential requirements of the solicitation, or if the Offeror clearly demonstrates it does not understand the technical requirements of the solicitation, specifically the PWS. Therefore, if a proposal is determined to be unacceptable, no further evaluation of the proposal (technical, cost, or management) will be performed. In the event a proposal is eliminated from the competition, the Contracting Officer shall notify the Offeror, in writing, as to the basis of an Offeror's elimination from the competition and that a proposal revision will not be considered.

(d) Prior to an award, a determination shall be made by the Contracting Officer whether any possible organizational conflict of interest exists with respect to the apparent successful Offeror or whether there is little or no likelihood that such conflict exists. In making this determination, NNSA will consider the representation required by Part IV - Representations and Instructions, Section K (OCI Clause) of this solicitation. An award will be made if there is no organizational conflict of interest or if any potential organizational conflict of interest can be appropriately avoided or mitigated.

(e) Pursuant to 15.306(c), the Contracting Officer may establish a competitive range consisting of the most highly rated proposals, considering such factors as technical evaluation rating of the proposal, initial cost/price proposed and other items set forth in this section. If a competitive range is established, Offerors are hereby advised that only those proposals deemed to have a reasonable chance for award of a contract will be included in the competitive range, and the Contracting Officer may limit the size of the competitive range for purposes of efficiency. Offerors who are not included in the competitive range will be promptly notified.

(f) For the purpose of evaluating information on an Offeror's experience and past performance, the Government will consider information on all of the companies comprising the Offeror's "Contractor team arrangement" that will perform major or critical aspects of the PWS, as well as on the single legal entity submitting the offer. The Government may contact some or all of the references provided by the Offeror, and may solicit past performance information from other available sources.

(g) The Government intends to evaluate proposals and award a contract without discussions with Offerors. Clarifications as described in FAR 15.306(a) may be sought. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from both a technical and cost standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(h) Exceptions or deviations to any terms and conditions alone will not render the proposal unacceptable; however, any exceptions or deviations to the terms of the solicitation may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the solicitation.

(i) An overall rating of less than satisfactory in one evaluation criterion may result in elimination of the proposal from further consideration regardless of the ratings of the other criteria.

(j) Federal law prohibits the award of a contract under a national security program to a company owned by an entity controlled by a foreign government unless the Secretary of Energy grants a waiver. In making this determination the Government will consider the Offeror's certification required by Part IV - Representations and Instructions, Section K, "Certificate Pertaining to Foreign Interests."

(End of provision)

NNS-M-1002 BASIS OF CONTRACT AWARD (NOV 2009) (TAILORED)

(a) The Government intends to award two contracts to one responsible Offeror whose proposal is responsive to the solicitation and is determined to be the best value and most advantageous to the Government. Selection of the best value to the Government will be by use of the tradeoff process described in FAR Part 15. This process permits tradeoffs between cost and technical evaluation criteria, and allows the Government to accept other than the lowest cost offered.

(b) Selection of the best value to the Government will be achieved through a process of evaluating and assessing the strengths and weaknesses of each Offeror's proposal against the evaluation criteria described in NNS-M-1003.

(c) Overall Relative Importance of Evaluation Criteria

- Criterion 1 - Technical Approach and Staffing Plan
- Criterion 2 - Key Personnel
- Criterion 3 - Corporate Experience
- Criterion 4 - Transition Approach
- Criterion 5 - Past Performance
- Criterion 6 - Small Business Participation Plan
- Criterion 7 - Cost/Price

Regarding the relative importance of the evaluation criteria, Criterion 1 - Technical Approach and Staffing Plan and Criterion 2 - Key Personnel, are approximately equal in importance and are significantly more important than Criterion 3- Corporate Experience, Criterion 4 - Transition Approach, Criterion 5 - Past Performance and Criterion 6 - Small Business Participation Plan. Criteria 3, 4, 5 and 6 are in descending order of importance.

Evaluation Criteria 1-6, when combined, are significantly more important than cost/price; however, cost/price will contribute substantially to the selection decision. The Government is more concerned with obtaining a superior Technical Proposal (first six criteria) than making an award based on the lowest total probable cost; however, the Government will not make an award at a cost premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror's Technical Proposal over another. Thus, to the extent that two or more Offerors' Technical Proposals are evaluated as close or similar in merit, the total probable cost is more likely to be a determining factor.

(End of provision)

NNS-M-1003 TECHNICAL EVALUATION CRITERIA (DEC 2011)

The Offeror's proposal will be evaluated against the evaluation criteria as they relate to the requirements of the solicitation.

a) Criterion 1- Technical Approach and Staffing Plan

(1) Technical Approach: The Government will evaluate the Offeror's understanding of the requirements and feasibility of the proposed technical approach associated with the PWS requirements identified for this criterion in Section L as it relates to program management, duties and training. The Government will rate more favorably a consolidated technical approach that is effective and efficient.

(2) Staffing Plan: The Government will evaluate the extent to which the appropriate staffing and skill sets are available throughout the contract performance term to successfully perform the entire PWS. Inconsistencies among the technical approach, the Staffing Plan and the Cost Proposal may adversely affect the Offeror's rating for this criterion.

b) Criterion 2 - Key Personnel

(1) Key Personnel: The Government will evaluate the extent to which the Key Personnel have the relevant qualifications, education and/or equivalent experience necessary to effectively execute the duties and responsibilities for their proposed positions considering the nature, size and scope of the work required in the PWS. The Government will not evaluate an Offeror's proposed "Key Personnel" unless a signed letter of commitment has been submitted with those individuals' resumes.

(2) Oral Presentations: The Government will evaluate the Offeror's Key Personnel's leadership, communication, problem solving and teamwork as demonstrated in the oral presentation responses to the managerial scenario(s).

c) Criterion 3 - Corporate Experience

The Government will evaluate the currency, relevancy and depth of the Offeror's experience as it relates to performing the PWS. The experience of each team member (including subcontractors) will be evaluated in relation to the role that the team member is proposed to perform under the contract.

d) Criterion 4 - Transition Approach

The Government will evaluate the Offeror's understanding of the requirements and feasibility of the proposed transition approaches associated with the requirements identified for this criterion in Section L. Inconsistencies between the proposed transition activities and an Offeror's Cost Proposal may adversely impact the Offeror's rating for this Criterion.

e) Criterion 5 - Past Performance

The Government will utilize the requested information related to this section in Section L to determine the degree to which the Offeror's past performance demonstrates the Offeror's ability to successfully perform the PWS, and will take into consideration the currency, relevancy, context, and source of the information as well as general trends in the Offeror's performance. The Government may consider any other relevant past performance information that is obtained from other sources. The Government will not impute past performance of Key Personnel to the Offeror or its team members. If the Offeror does not have a record of relevant past performance information on contracts similar to the PWS, or past performance information is otherwise not available, the Offeror will not be evaluated favorably or unfavorably on past performance and will be assigned a neutral rating.

(f) Criterion 6 - Small Business Participation Plan

The level of small business commitment that the Offeror demonstrates for the protective force acquisition will be evaluated as follows:

- (1) The extent to which the Offeror specifically identifies small business firms in their proposal.
- (2) The extent of commitment to use identified firms (binding subcontracts will be evaluated more favorably than non-binding commitments);
- (3) The extent to which the Small Business Participation Plans demonstrate participation across all small business categories; and
- (4) The extent to which the Small Business Participation Plans demonstrate that the Offeror will meet or exceed the DOE/NNSA's target small business participation goal of 9%, taking into account any explanations as to why the DOE/NNSA target cannot be met. Small Business Participation Plans that demonstrate feasible small business participation meeting or exceeding the DOE/NNSA target will receive higher ratings than those that do not.

(End of provision)

NNS-M-1004 COST PROPOSAL CRITERION (DEC 2011)

The cost proposal will not be rated, but will be used in determining the best value to the Government in accordance with Section M, NNS-M-1002. The cost proposal will be evaluated in accordance with FAR 15.404 to determine cost reasonableness and realism. A significant cost deficiency or weakness that may cause the offer to be rejected is defined as one that is lacking in reasonableness or realism, and the correction of which would cause a material alteration or revision of the Offeror's cost proposal. An unrealistic, unreasonable, or incomplete cost proposal may be evidence of the Offeror's lack of or poor understanding of the requirements of the solicitation, and thus may adversely affect the Offeror's rating on the Technical Proposal criteria. The Government will evaluate the Offeror's cost proposal to determine cost reasonableness and realism. Pursuant to FAR 15.404, the following will be evaluated:

(1) Reasonableness. The total price proposed for the base period and the option period, including the Government baselined ODC amounts, and proposed award fee will be used to evaluate price reasonableness. The cost proposal will be evaluated to determine the appropriateness of the underlying assumptions and estimating techniques used to generate the proposed costs and the consistency of those assumptions and techniques with the proposed accomplishment of the required work. The Government may use any of the cost or price analysis techniques specified in FAR 15.404-1 to determine reasonableness.

(2) Realism. The cost proposal will be evaluated to determine if the estimated proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the PWS requirements, and are consistent with the Staffing Plan Summary submitted by the Offeror. Inconsistencies between the cost proposal and other portions of the proposal could raise concerns regarding the Offeror's understanding of the requirements and its ability to perform the work for the

proposed cost, and may affect the Government's rating of the Offeror's Technical Proposal. As a result of its cost realism analysis, the Government may adjust the Offeror's proposed costs to reflect any additions or reductions in cost elements to realistic levels. Cost realism analysis will be used by the Government to establish each Offeror's total probable cost for the best value determination. The total probable cost (evaluated price) includes the sum of the Government evaluated costs of the Offeror's proposal, the Government baselined amounts, and total proposed award fee for all requirements in the PWS. The Offeror's cost/price proposal will be evaluated using the probable cost computed by the Government for the base period (basic award) and option period. The Offeror's proposed estimated costs shall not be controlling for source selection purposes.

(End of provision)